



Meeting Agenda

Capital Investment Committee

Thursday, April 25, 2024

3:30 PM

Board Room

CALL TO ORDER

SETTING OF THE AGENDA

1. Consideration Of Changes In Agenda And Setting The Agenda
 - i. Discussion Of Removal Of Items From Consent/Changes Not Requiring A Vote
 - ii. Proposed Changes To The Agenda
 - iii. Approval Of Agenda As Submitted Or Changed

CITIZEN COMMENTS (Open for citizens to be heard on any issue or concern, including those related to items on the agenda. Please submit a Speaker Card at the beginning of the meeting if you would like to address the Board/Commission. If you would like to speak on an agenda item, the Chair will hold your comment until the public comment period associated with the item. As provided by law, Boards/Commissions shall make no decisions or consideration of action of citizen comments for items not on the agenda, except to refer the matter to the City Administrator/Staff for administrative consideration, or to a schedule the matter for consideration at a later date. Those addressing the Board/Commission are requested to come to the microphone and identify themselves by name and address for the official record. The Chair may restrict the period for public comment, including the length of the public comment period, the number of individuals who can speak and the length of time each individual may speak. When time allows, the standard individual public comment time is two minutes.)

Comments on agenda items may be made in person at City Hall or by emailing recorder@franklinton.gov before noon on the day of the meeting. Comments will be submitted for the record.

APPROVAL OF MINUTES

2. Consideration Of Approval Of Minutes
March 28, 2024 Capital Investment Committee

NEW BUSINESS

3. Consideration Of Resolution 2024-18, A Resolution Declaring Certain Sections Of Jordan Road Right-Of-Way As Surplus Real Property And Establishing Conditions For Disposal Of That Right-Of-Way

Sponsors: Paul Holzen

4. Consideration Of DRAFT Resolution 2024-24, A Resolution Authorizing The City Administrator To Enter Into A Term Contract (COF Contract No. 2024-0024) For Concrete Construction And Repair With M.A.Y. Construction Company

Sponsors: Steve Grubb, Jerry Hatcher

5. Consideration Of Change Order 1 To COF Contract No. 2022-0065, With Ryzec Building Group, LLC, For Thompson Alley Pocket Park For A Time Extension Of 14 Days And A Cost Decrease Of \$46,260.43

Sponsors: Paul Holzen, Jonathan Marston, Shahad Abdulrahman

6. Consideration Of COF Contract No. 2023-0364, With The Corradino Group, Inc. For SR106 (Lewisburg Avenue) At South Margin Street Traffic Signal Design For An Amount Not To Exceed \$136,545

Sponsors: Paul Holzen, Adam Moser

7. Consideration Of COF Contract No. 2024-0036, With The US Department Of Transportation For The Safe Streets And Roads For All (SS4A) Safety Action Plan

Sponsors: Paul Holzen, Adam Moser

8. Consideration Of COF Contract No. 2024-0050, With The Corradino Group, Inc., For Construction Inspection & Material Testing For Southeast Park At A Not To Exceed Cost of \$994,502.50

Sponsors: Paul Holzen, Lisa Clayton, Jonathan Marston, Shahad Abdulrahman

9. Consideration Of DRAFT COF Contract No. 2024-0105, With Hazen And Sawyer For The Southeast Park Water Line Design In The Amount Of \$211,200

Sponsors: Michelle Hatcher, Brian Goodwin, Patricia McNeese

10. Capital Projects Dashboard And Status Updates For April 2024

Sponsors: Paul Holzen, Jonathan Marston

OTHER BUSINESS

ADJOURN

Anyone needing accommodations due to disabilities please contact the ADA Coordinator at 615-791-3277 at least 24 hours prior to the meeting.



Meeting Minutes

Capital Investment Committee

Thursday, March 28, 2024

3:30 PM

Board Room

CALL TO ORDER

Chair Brandy Blanton called the meeting to order at 03:30 PM

Board Members Present: Beverly Burger, Matt Brown, Brandy Blanton

Board Members Absent: Greg Caesar

Staff Present: Mark Hilty, Paul Holzen, Jonathan Marston, Michelle Hatcher, Sarah Schilling

SETTING OF AGENDA

1. **Consideration Of Changes In Agenda And Setting The Agenda**
 - A. Proposed Changes
 - B. Approval Of Agenda As Submitted Or Changed

Sponsors:

A motion was made by Alderman Matt Brown, seconded by Alderman Beverly Burger to Approve the Agenda as Submitted. The motion passed 3-0.

CITIZEN COMMENTS (Open for citizens to be heard on any issue or concern, including those related to items on the agenda. Please submit a Speaker Card at the beginning of the meeting if you would like to address the Board/Commission. If you would like to speak on an agenda item, the Chair will hold your comment until the public comment period associated with the item. As provided by law, Boards/Commissions shall make no decisions or consideration of action of citizen comments for items not on the agenda, except to refer the matter to the City Administrator/Staff for administrative consideration, or to a schedule the matter for consideration at a later date. Those addressing the Board/Commission are requested to come to the microphone and identify themselves by name and address for the official record. The Chair may restrict the period for public comment, including the length of the public comment period, the number of individuals who can speak and the length of time each individual may speak. When time allows, the standard individual public comment time is two minutes.)

Comments on agenda items may be made in person at City Hall or by emailing recorder@franklinton.gov before noon on the day of the meeting. Comments will be submitted for the record.

APPROVAL OF MINUTES

2. **Consideration Of Approval Of Minutes**
February 22, 2024 Capital Investment Committee Meeting

Sponsors:

A motion was made by Alderman Matt Brown, seconded by Alderman Beverly Burger to Approve the February 22, 2024 Capital Investment Committee Meeting Minutes. The motion passed 3-0.

NEW BUSINESS

3. **Consideration To Deny Sewer Availability For 1109 Holly Hill Drive (Map 089P, Parcel 04200), 1113 Holly Hill Drive (Map 089P, Parcel 04000), 1201 Holly Hill Drive (Map 089P, Parcel 03700), 1111 Shannon Lane (Map 089P, Parcel 03300)**

Sponsors: Michelle Hatcher, Scott Andrews

A motion was made by Alderman Beverly Burger, seconded by Alderman Matt Brown to Recommend Approval of Sewer Availability to the Board of Mayor and Alderman, contingent upon an annexation agreement, availability agreement, and the special assessment conditions. The motion passed 3-0.

4. **Consideration Of Ordinance 2023-37, An Ordinance To Amend Title 23 Of the City Of Franklin Municipal Code To Revise Definitions, Clarify Requirements, And To Correct Grammatical And Typographical Errors In The Stormwater Management Ordinance**

Sponsors: Paul Holzen, Jeff Willoughby

A motion was made by Alderman Matt Brown, seconded by Alderman Beverly Burger to Recommend Approval of the Ordinance to the Board of Mayor and Aldermen. The motion passed 3-0.

5. **Consideration Of Resolution 2024-16, A Resolution To Award The Construction Contract (COF Contract No. 2023-0299) For The Harlinsdale Main Barn Project (COF Project No. 2019-017) To MTLC Building Group In The Amount Of \$2,796,000**

Sponsors: Paul Holzen, Jonathan Marston, Shahad Abdulrahman

A motion was made by Alderman Matt Brown, seconded by Alderman Beverly Burger to Recommend Approval of the Resolution to the Board of Mayor and Aldermen. The motion passed 3-0.

6. **Consideration Of DRAFT COF Contract No. 2024-0079, With In-N-Out (Goose Creek Bypass Subdivision) For A Road Impact Fee Offset Agreement For An Amount Not To Exceed \$168,300**

Sponsors: Paul Holzen, Jimmy Wiseman

A motion was made by Alderman Beverly Burger, seconded by Alderman Matt Brown to Recommend Approval of the Contract to the Board of Mayor and Aldermen. The motion passed 3-0.

7. **Capital Projects Dashboard And Status Updates For March 2024**

Sponsors: Paul Holzen, Jonathan Marston

The item was acknowledged.

OTHER BUSINESS

ADJOURN

A motion was made by Alderman Matt Brown, seconded by Alderman Beverly Burger to Adjourn the Meeting. The motion passed 3-0.

Meeting Adjourned @ 4:24 PM

Brandy Blanton, Chair

Minutes Prepared by Sarah Schilling, Assistant Deputy City Recorder, City Administrator's Office - 3/28/24, 4:41 PM



File #: 21-06361

DATE: March 18, 2024
TO: Capital Investment Committee
FROM: Eric Stuckey, City Administrator
Paul Holzen, Director of Engineering

SUBJECT:

Consideration Of Resolution 2024-18, A Resolution Declaring Certain Sections Of Jordan Road Right-Of-Way As Surplus Real Property And Establishing Conditions For Disposal Of That Right-Of-Way

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Resolution 2024-18, A Resolution Declaring Certain Sections Of Jordan Road Right-Of-Way As Surplus.

BACKGROUND/STAFF COMMENTS:

As part of the Jordan Road Preliminary Plat, the developer has requested the City of Franklin to abandon portions of the existing right-of-way as shown on Resolution 2024-18. By approving this resolution, the Board is determining that the existing right-of-way as shown on Exhibit A is no longer necessary. The right-of-way shall be vacated per our unused city right-of-way policy. The developer will be required to establish a public utility, access and drainage easement on 100% of the property being vacated. Prior to transferring ownership of the surplus right-of-way, the developer shall be required to make any and all improvements as required by the City Engineer. This will include removal of the existing pavement and regrading the excess right-of-way as approved by the City Engineer.

FINANCIAL IMPACT:

There is no cost to the City.

RECOMMENDATION:

Staff recommends that Resolution 2024-18 be recommended to the Board of Mayor and Aldermen for approval.

RESOLUTION 2024-18

A RESOLUTION DECLARING CERTAIN SECTIONS OF JORDAN ROAD RIGHT-OF-WAY AS SURPLUS REAL PROPERTY AND ESTABLISHING CONDITIONS FOR DISPOSAL OF THAT RIGHT-OF-WAY

WHEREAS, the property known as Map 062; Parcel 3.00 is currently proposed for development and the owner has requested the City to abandon Right-of-Way located on Jordan Road as shown on Exhibit A;

WHEREAS, the Board of Mayor and Aldermen (BOMA) by approving this Resolution, are determining that the existing Right-of-Way located on Jordan Road as shown on Exhibit A is no longer necessary, suitable and desirable as public Right-of-Way; and

WHEREAS, because this Right-of-Way as shown on Exhibit A is no longer needed, the City now desires to declare the Right-of-Way as surplus property in order to sell or dispose of the property to the adjacent property owners; and

WHEREAS, this Right-of-Way shall be vacated per the City of Franklin's unused city Right-of-Way policy unless otherwise determined by the City Engineer; and

WHEREAS, the existing Right-of-Way would be considered a non-buildable lot and staff has determined the value to be less than \$25,000; and

WHEREAS, Municipal Code (Chapter 8; Sec. 5-802) allows for the BOMA to sell or dispose of real property by negotiated contract or by other means that will adequately protect the public interest when the value does not exceed \$25,000.

NOW THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen of the City of Franklin, Tennessee, that the Right-of-Way as shown in attached Exhibit A is hereby declared surplus real property.

BE IT FURTHER RESOLVED by the Board of Mayor and Aldermen that the Right-of-Way so declared as surplus shall be dedicated to the adjacent property owners as negotiated by the City Engineer and approved by the City Administrator with the following conditions:

- 1) Require a Public Utility, Access and Drainage Easement on 100% of the property being vacated; and
- 2) Prior to transferring ownership of the surplus Right-of-Way, the property owner of Map 062; Parcel 3.00 shall be required to make any and all improvements as required by the City Engineer.

IT IS SO RESOLVED AND DONE on this _____ day of _____, 2024.

ATTEST:

CITY OF FRANKLIN, TENNESSE

By: _____

ERIC S. STUCKEY
City Administrator

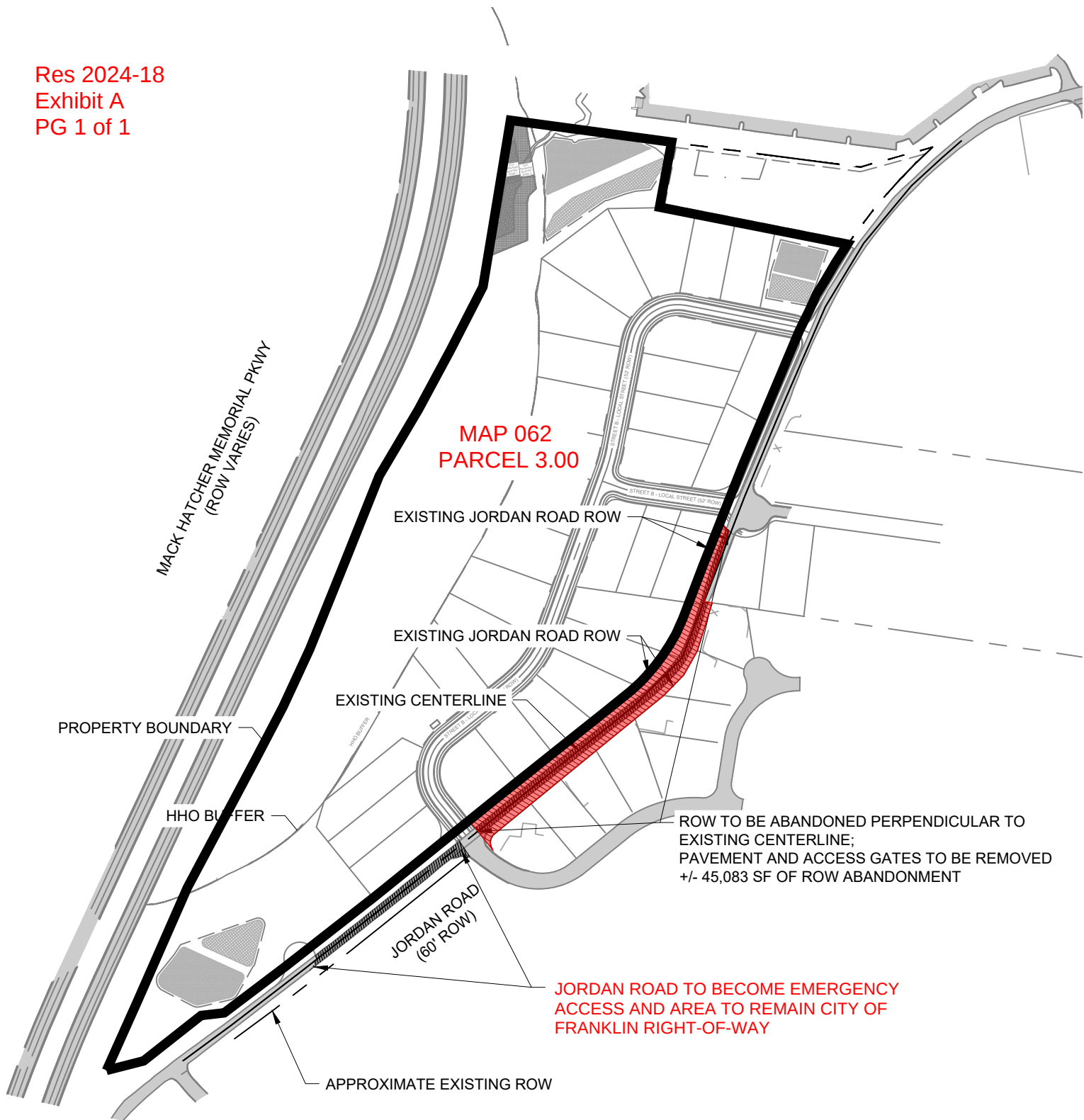
By: _____

DR. KEN MOORE
Mayor

Approved as to Form

By: _____

William E. Squires
Assistant City Attorney



Kimley»Horn

ROW EXHIBIT

JORDAN ROAD

March 15, 2024





File #: 21-06360

DATE: March 15, 2024
TO: Capital Investment Committee
FROM: Steve Grubb, Director of Streets
Jerry Hatcher, Assistant Director of Streets

SUBJECT:

Consideration Of DRAFT Resolution 2024-24, A Resolution Authorizing The City Administrator To Enter Into A Term Contract (COF Contract No. 2024-0024) For Concrete Construction And Repair With M.A.Y. Construction Company

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Resolution 2024-24.

BACKGROUND/STAFF COMMENTS:

The City of Franklin periodically bids out term maintenance contractors. This contract is for concrete construction and repair and can be used by any city department. On March 28, 2024, sealed bids for the Term Contract (COF Contract No. 2024-0024) were received by the City's Street Department and were publicly opened and read aloud. Bids were received from two (2) bidders, with M.A.Y. Construction Company being the apparent low bidder, with a bid amount of \$564,100. After careful review and tabulation of all submitted bids, City staff recommends award of this Term Contract (COF Contract No. 2024-0024) to M.A.Y. Construction Company in the amount of \$564,100.

FINANCIAL IMPACT:

This contract is set up on an as-needed basis, administered by the Street Dept. The bid package was based on general use quantities utilizing historical data. This contract is generally funded through the annual budget process.

RECOMMENDATION:

Staff recommends that Resolution 2024-24 be recommended to the Board of Mayor and Aldermen for approval.

Please save this template to your computer and then edit; do not save changes to this template.
Thank you!!

RESOLUTION ~~2024-24XXXXXX-XX~~

**A RESOLUTION ~~{INSERT TEXT}~~AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN
ON-CALL CONTRACT (COF 2024-0024) FOR CONCRETE CONSTRUCTION AND REPAIR**

WHEREAS, ~~{INSERT TEXT}~~the on-call annual contract (COF 2024-0024) for Concrete Construction and Repair may be utilized by any City Department for the maintenance of concrete pavements, curbs and sidewalks; and

WHEREAS, ~~{INSERT TEXT}~~the unit prices contained within the on-call annual contract (COF 2024-0024) generally include the labor, materials and equipment necessary to perform the work as listed in the contract; and

WHEREAS, ~~{INSERT TEXT}~~on March 28, 2024, sealed bids for the on-call annual contract (COF 2024-0024) were received by the City's Street Department at City Hall, 109 3rd Avenue South, Franklin, TN 37064 and were publicly opened and read; and

WHEREAS, ~~{INSERT TEXT}~~. After an analysis of the bids and proposals, City staff recommend award of the on-call annual contract (COF 2024-0024) to M.A.Y. Construction Company, Inc., the low bidder, with a bid of \$564,100.00; and

WHEREAS, the quantities listed in the bid documents are not guaranteed work and are simply used to obtain an accurate bid comparison; and

WHEREAS, the funding to be authorized for expenditure in association with COF 2024-0024 shall be approved by the City of Franklin Board of Mayor and Aldermen as a part of the City's Annual Operating & Capital Equipment Budget; and

WHEREAS, the Board of Mayor and Aldermen find that this action to be in the best interest of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, TENNESSEE, AS FOLLOWS:

~~{INSERT TEXT}~~Section 1. Approval is granted to award COF 2024-0024 to M.A.Y. Construction Company, Inc.

Section 2. The City Administrator, Assistant City Administrators and Department Directors are hereby authorized to review and approve the spending of funds programmed for the construction and maintenance of City infrastructure via COF 2024-0024.

Section 3. The Streets Department Director is hereby authorized to execute change orders to add work items to the contract that conform to the original intent of the work as bid.

Section 4. The City Administrator is authorized to execute COF 2024-0024 upon approval as to form by the City Attorney.

Section 5. The City Administrator is hereby authorized to extend the contract duration by one (1) year, up to a maximum of two (2), one (1) year extensions.

IT IS SO RESOLVED AND DONE on this ____ day of _____, 20__.

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
Eric S. Stuckey
City Administrator

By: _____
Dr. Ken Moore
Mayor

Approved as to Form:

By: _____
Shauna R. Billingsley
City Attorney



On-Call Concrete Construction & Repair
COF Contract No. 2024-0024

BID OPENING - Apparent Bid Results (UNOFFICIAL)
Thursday, March 28, 2024 @ 2:00 PM (CST)

NAME	BASE BID
M.A.Y Construction Co.	\$564,100.00
Jarrett Builders, Inc.	No Bid
Pavement Restorations, Inc.	No Bid
Roy T. Goodwin Construction, Inc.	\$879,271.80



File #: 21-06401

DATE: March 27, 2024
TO: Capital Investment Committee
FROM: Paul Holzen, Director of Engineering
Jonathan Marston, Asst. Director of Engineering
Shahad Abdulrahman, Staff Engineer

SUBJECT:

Consideration Of Change Order 1 To COF Contract No. 2022-0065, With Ryzec Building Group, LLC, For Thompson Alley Pocket Park For A Time Extension Of 14 Days And A Cost Decrease Of \$46,260.43

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Change Order 1 to COF Contract No. 2022-0065, with Ryzec Building Group, LLC for Thompson Alley Pocket park for a cost reduction of \$46,260.43.

BACKGROUND/STAFF COMMENTS:

On June 27th, 2023, the BOMA awarded, via resolution 2023-46, the construction contract (COF No. 2022-0065) for the "Thompson Alley Pocket Park" to Ryzec Building Group, LLC in the amount of \$494,195.00. During construction, staff worked with the contractor on items that led to a reduction in cost of \$46,260.43. In addition, due to weather and supply chain issues, the original substantial completion date was extended from the originally scheduled date of January 11, 2024 to January 25, 2024, a time extension of 14 calendar days.

FINANCIAL IMPACT:

The original bid amount for this contract (COF Contract No. 2022-0065) was \$494,195.00. This change order reduces it to a new total amount of \$447,934.57.

RECOMMENDATION:

Staff recommends that Change Order 1 to the construction contract (COF Contract No. 2022-0065) with Ryzec Building Group, LLC for the Thompson Alley Pocket Park for a time extension of 14 days and cost decrease of \$46,260.43 be recommended to the Board of Mayor and Aldermen for approval.

CHANGE ORDER NO.: 1

Owner: City of Franklin, TN
 Engineer: Shahad Abdulrahman
 Contractor: Ryzec BuildingGroup
 Project Name: Thompson Alley Pocket Park
 Owner's Contract No.: 2022-005
 Date Issued: _____
 Effective Date of Change Order: _____

The Contract is modified as follows upon execution of this Change Order:

Description: **The original contract amount was \$494,195.00 and during construction, COF staff worked with the General Contractor to reduce cost on a few items which resulted in an overall reduced final amount of \$46,260.43.**

Attachments:

Change in Contract Price		Change in Contract Times [State Contract Times as number of days]	
Original Contract Price:		Original Contract Times:	
\$ <u>494,195.00</u>		Substantial Completion:	<u>January 11, 2024</u>
		Ready for final payment:	<u>February 5, 2024</u>
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. [Number of previous Change Order]:		[Increase] [Decrease] from previously approved Change Orders No.1 to No. [Number of previous Change Order]:	
\$ <u>0</u>		Substantial Completion:	_____
		Ready for final payment:	_____
Contract Price prior to this Change Order:		Contract Times prior to this Change Order:	
\$ <u>494,195.00</u>		Substantial Completion:	<u>January 25, 2024</u>
		Ready for final payment:	<u>February 5, 2024</u>
[Increase] [Decrease] this Change Order:		[Increase] [Decrease] this Change Order:	
\$ <u>-46,260.43</u>		Substantial Completion:	_____
		Ready for final payment:	_____
Contract Price incorporating this Change Order:		Contract Times with all approved Change Orders:	
\$ <u>447,934.57</u>		Substantial Completion:	<u>January 25, 2024</u>
		Ready for final payment:	<u>February 5, 2024</u>

Recommended by Engineer

By: Shahad Abdulrahman
 Signature: Shahad Abdulrahman
 Title: Project Manager
 Date: March 6, 2024

Recommended by Department Director

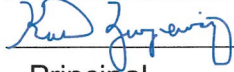
By: Paul Holzen
 Signature: Paul Holzen
 Title: Engineering Director
 Date: March 6, 2024

MODIFIED - EJCDC® C-941, Change Order.

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EJCDC - 00941

Page 1 of 2

Contractor Approval		Authorized by Owner	
By:	Kris Zwycewicz	By:	Dr. Ken Moore
Signature:		Signature:	
Title:	Principal	Title:	Mayor
Date:	3-14-24	Date:	



File #: 21-06366

DATE: March 20, 2024
TO: Capital Investment Committee
FROM: Paul Holzen, Director of Engineering
Adam Moser, Traffic Engineer

SUBJECT:

Consideration Of COF Contract No. 2023-0364, With The Corradino Group, Inc. For SR106 (Lewisburg Avenue) At South Margin Street Traffic Signal Design For An Amount Not To Exceed \$136,545

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning COF Contract No. 2023-0364.

BACKGROUND/STAFF COMMENTS:

As part of the engineering department's FY 2024 annual budget, the Board of Mayor and Alderman approved the design of a traffic signal at the intersection of SR-106 (Lewisburg Avenue) and South Margin Street. City staff published an advertisement and received letters of interest and RFQ's from consultants interested in the work. Ultimately, the evaluation team selected The Corradino Group as the most qualified firm.

The intersection of SR-106 (Lewisburg Ave./5th Ave. S.) at S. Margin St. is a skewed intersection with no pedestrian crossing facilities and horizontal curvature. It is a challenging intersection for vehicles and pedestrians to negotiate, especially for vehicles wishing to go 'through' on S. Margin St. Due to the skewed nature of the intersection. This geometry contributes to a higher intersection crash rate. In addition to the higher crash rate, the City has studied the intersection and found that it does meet various signal warrants. The current crash rate is 4.541 while the state wide average is 0.156 for a 2 lane urban intersection.

The TOC team continues to try to find state/federal funding to help with the project.

FINANCIAL IMPACT:

The financial impact is for an amount not to exceed \$136,545 and will be paid out of the engineering department's annual budget.

RECOMMENDATION:

Staff recommends that COF Contract No. 2023-0364 be recommended to the Board of Mayor and Aldermen for approval.

**CITY OF FRANKLIN, TENNESSEE
PROFESSIONAL SERVICES AGREEMENT
COF Contract No. 2023-0364**

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is by and between the City of Franklin, Tennessee, hereinafter referenced as City, and **THE CORRADINO GROUP, INC.** hereinafter referenced as Consultant, who mutually agree as follows:

DECLARATIONS. City desires to retain Consultant to provide engineering, related technical, and other services in connection with City’s project hereinafter referenced as Project. The Project is described as follows:

**SR106 (LEWISBURG AVE) AT SOUTH MARGIN STREET TRAFFIC
SIGNAL DESIGN**

1. SCOPE OF SERVICES. Consultant shall provide engineering related technical services, and survey services for the Project in accordance with the Scope of Services (Services) as found in Attachment A which shall be considered as an integral part hereof.
2. Consultant shall submit as a part of Attachment A an individual Fee Schedule and a Completion Schedule for the Project based on the detailed Scope of Services.
3. In event of a conflict between this Agreement and the attached document(s), this Agreement shall supersede conflicting terms and conditions.
4. Consultant shall be paid on a monthly basis for work performed based on the Fee Schedule as contained in Attachment A in the Not to Exceed Amount of One Hundred Thirty-Six Thousand Five Hundred Forty-Five and 00/100 Dollars (\$136,545.00).

**The Board of Mayor and Aldermen Approved this Agreement on the
_____ Day of _____ 2024.**

TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

ARTICLE 1. SERVICES. Consultant will:

- 1.1 Act for City in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with standards of competent consultants using the standards in the industry;
- 1.2 Consider all reports to be confidential and distribute copies of the same only to those persons specifically designated by the City.
- 1.3 Perform all services under the general direction of a senior professional employee, licensed and/or registered in the State of Tennessee, when appropriate.
- 1.4 Designate, in writing, the sole Project representative to coordinate with City the Services to be provided, including all contact information.
- 1.5 Unless provided for in the Project Scope of Services (Attachment A), Consultant shall perform all Services with his own forces (employees). Should sub-consultants be proposed to be used in the Project, a listing of said sub-consultants with Services to be performed shall be provided. After approval of this Agreement, no substitute for sub-consultants shall be allowed unless approved by City.
- 1.6 Retain pertinent records relating to the services performed for a period of seven (7) years following the completion of the work; during this period the records shall be available for review by City at all reasonable times.

ARTICLE 2. CITY'S RESPONSIBILITIES. City, or its authorized representative, will:

- 2.1 Provide Consultant with all information regarding the Project, which is available to, or reasonably obtainable by, the City.
- 2.2 Furnish right-of-entry onto the Project site for Consultant's necessary field studies and surveys. Consultant will endeavor to restore the site to its original condition and shall remain solely liable for all damages, costs and expenses, including reasonable attorneys' fees, for failure to make such restoration.
- 2.3 Designate, in writing, the sole Project representative to coordinate with and direct the Consultant, including all contact information.
- 2.4 Guarantee to Consultant that it has the legal capacity to enter into this contract and that sufficient monies are available to fund Consultant's compensation.

ARTICLE 3. GENERAL CONDITIONS.

- 3.1 Consultant, by the performance of services covered hereunder, does not in any way assume, abridge or abrogate any of those duties, responsibilities or authorities customarily vested in other professionals or agencies participating in the Project.

- 3.2 Consultant shall be responsible for the acts or omissions of any party involved in concurrent or subsequent phases of the Project acting upon written instruction issued by the Consultant.
- 3.3 Neither City nor Consultant may assign or transfer its duties or interest in this Agreement without written consent of the other party.
- 3.4 **ALLOCATION OF RISK AND LIABILITY; GENERAL.** Considering the potential liabilities that may exist during the performance of the services of this Agreement, the relative benefits and risks of the Project, and the Consultant's fee for the services rendered, and in consideration of the promises contained in this Agreement, the City and the Consultant agree to allocate and limit such liabilities in accordance with this Article.
- 3.5 **INDEMNIFICATION.** Consultant agrees to indemnify and hold City harmless from and against legal liability for all judgments, losses, damages, and expenses to the extent such judgments, losses, damages, or expenses are caused by Consultant's negligent act, error or omission in the performance of the services of this Agreement. In the event judgments, losses, damages, or expenses are caused by the joint or concurrent negligence of Consultant and City, they shall be borne by each party in proportion to its own negligence.
 - 3.5.1 **SURVIVAL.** The terms and conditions of this paragraph shall survive completion of this services agreement.
- 3.6 **LIMITATIONS OF RESPONSIBILITY.** Consultant shall not be responsible for (a) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project unless specifically undertaken in Attachment A, Scope of Services ; (b) the failure of any contractor, subcontractor, Consultant, or other Project participant, not under contract to Consultant, to fulfill contractual responsibilities to City or to comply with federal, state, or local laws, regulations, and codes; or (c) procuring permits, certificates, and licenses required for any construction unless such procurement responsibilities are specifically assigned to Consultant in Attachment A, Scope of Services.

ARTICLE 4. TERMINATION BY THE CITY. The City may terminate this Agreement in accordance with the following terms and conditions:

- 4.1 **Termination for Convenience.** The City may, when in the interests of the City, terminate performance under this Agreement with the Consultant, in whole or in part, for the convenience of the City. The City shall give written notice of such termination to the Consultant specifying when termination becomes effective. The Consultant shall incur no further obligations in connection with the work so terminated, other than warranties and guarantees for completed work and installed equipment, and the Consultant shall stop work when such termination becomes

effective. The Consultant shall also terminate outstanding orders and subcontracts for the affected work. The Consultant shall settle the liabilities and claims arising out of the termination of subcontracts and orders. The City may direct the Consultant to assign the Consultant's right, title and interest under termination orders or subcontracts to the City or its designee. The Consultant shall transfer title and deliver to the City such completed or partially completed work and materials, equipment, parts, fixtures, information and Contract rights as the Consultant has in its possession or control. When terminated for convenience, the Consultant shall be compensated as follows:

- (1) The Consultant shall submit a termination claim to the City specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the City. If the Consultant fails to file a termination claim within one (1) year from the effective date of termination, the City shall pay the Consultant the amount the City deems the Consultant is due.
- (2) The City and the Consultant may agree to the compensation, if any, due to the Consultant hereunder.
- (3) Absent agreement to the amount due to the Consultant, the City shall pay the Consultant the following amounts:
 - (a) Contract costs for labor, materials, equipment and other services accepted under this Agreement;
 - (b) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the work, and in terminating the Consultant's performance, plus a fair and reasonable allowance for direct job site overhead and earned profit thereon (such profit shall not include anticipated profit or consequential damages); provided however, that if it reasonably appears that the Consultant would have not profited or would have sustained a loss if the entire Agreement would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;

The total sum to be paid the Consultant under this Section shall not exceed the total Agreement Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

- 4.2 Termination for Cause. If the Consultant does not perform the work, or any part thereof, in a timely manner, supply adequate labor, supervisory personnel or proper equipment or materials, or if it fails to timely discharge its obligations for labor, equipment and materials, or proceeds to disobey applicable law, or otherwise commits a violation of a material provision of this Agreement, then the City, in addition to any other rights it may have against the Consultant or others, may terminate the performance of the Consultant, in whole or in part at the City's sole option, and assume possession of the Project Plans and materials and may complete the work.

In such case, the Consultant shall not be paid further until the work is complete. After Completion has been achieved, if any portion of the Contract Price, as it may be modified hereunder, remains after the cost to the City of completing the work, including all costs and expenses of every nature incurred, has been deducted by the City, such remainder shall belong to the Consultant. Otherwise, the Consultant shall pay and make whole the City for such cost. This obligation for payment shall survive the termination of the Agreement.

In the event the employment of the Consultant is terminated by the City for cause pursuant to this Section and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under this Section and the provisions of Section 4.1 shall apply.

- 4.3 Termination for Non-Appropriation. The City may also terminate this Agreement, in whole or in part, for non-appropriation of sufficient funds to complete or partially complete the Project, regardless of the source of such funds, and such termination shall be on the terms of Section 4.1.
- 4.4 The City's rights under this Section shall be in addition to those contained elsewhere herein or provided by law.

ARTICLE 5. SCOPE OF SERVICES. Consultant shall provide the Services as described in Attachment A, Scope of Services.

- 5.1 By mutual agreement, this Agreement and scope can be amended by the parties. The scope and fee for any additional tasks or services under such amendment shall be mutually negotiated and agreed to in writing prior to beginning such additional tasks or services.

5.2 ENVIRONMENTAL RESPONSIBILITY.

Where drilling/sampling services are involved, the samples obtained from the Project site are the property of the City. Should any of these samples be recognized by the Consultant to be contaminated, the City shall remove them from the Consultant's custody and transport them to a disposal site, all in accordance with applicable government statutes, ordinances, and regulations. For all other samples, the Consultant shall retain them for a sixty (60)-day period following the submission of the drilling/sampling report unless the City directs otherwise; thereafter, the Consultant shall discard the samples in accordance with all federal, state and local laws.

ARTICLE 6. SCHEDULE.

- 6.1 **TIME OF THE ESSENCE.** The parties agree that time is of the essence with respect to the parties' performance of all provisions of the Agreement.
- 6.2 Before executing this Agreement, the Consultant shall have prepared and submitted for approval to the City a Completion Schedule for the Project with milestones for the various stages (tasks) of the Services as outlined in the Scope of Services. The Consultant shall submit and obtain the City's approval for any proposed changes to the logic, durations, sequences, or timing of tasks as approved in the Completion Schedule.
- 6.3 **FORCE MAJEURE.** Neither party will be liable to the other for any delay or failure to perform any of the services or obligations set forth in this Agreement due to causes beyond its reasonable control, and performance times will be considered extended for a period of time equivalent to the time lost because of such delay plus a reasonable period of time to allow the parties to recommence performance of their respective obligations hereunder. Should a circumstance of force majeure last more than ninety (90) days, either party may by written notice to the other terminate this Agreement. The term "force majeure" as used herein shall mean the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States or of the State or any of their departments, agencies or officials, or any civil or military authority; insurrections, riots, landslides, earthquakes, fires, storms, tornadoes, droughts, floods, explosions, breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of either party.
- 6.4 Should City request changes in the scope, extent, or character of the Project, the fee and the time of performance of Consultant's Services as indicated in Attachment A shall be adjusted equitably.

ARTICLE 7. USE OF DOCUMENTS, DATA.

7.1 All Documents, including, but not limited to, reports, drawings, specifications, and computer software prepared by Consultant pursuant to this Agreement are instruments of service in respect to the Project. Consultant shall retain an ownership and property interest therein (including the right of reuse at the discretion of the Consultant) whether or not the Project is completed.

7.1.1 **USE OF DATA SYSTEMS:** Ownership, property interests and proprietary rights in data systems used by Consultant do not extend to the data created by or supplied to Consultant by the City; all rights to that data (including derivative or hidden data such as metadata) shall vest solely in City at the moment of creation.

7.1.2 **DISCLOSURE OF DOCUMENTS/DATA.** City may be required to disclose documents or data under state or federal law. City shall notify Consultant if a request for data or documents has been made and shall give Consultant a reasonable opportunity under the circumstances to respond to the request by redacting proprietary or other confidential information. Consultant waives any right to confidentiality of any document, e-mail or file it fails to clearly mark on each page as confidential or proprietary. In exchange, Consultant agrees to indemnify, defend, and hold harmless City for any claims by third parties relating thereto or arising out of (i) the City's failure to disclose such documents or information required to be disclosed by law, or (ii) the City's release of documents as a result of City's reliance upon Consultant representation that materials supplied by Consultant (in full or redacted form) do not contain trade secrets or proprietary information, provided that the City impleads Consultant and Consultant assumes control over that claim.

7.2 By execution of this Agreement, Consultant and his sub-consultant(s) grant the City a royalty-free, perpetual, irrevocable, and assignable license to use any and all intellectual property interest Consultant or his sub-consultant(s) possess to any drawings, details, specifications, documents, and other information created before each of their first involvement with the Project and subsequently incorporated into the Project's documents. City-furnished data that may be relied upon by Consultant is limited to the printed copies that are delivered to the Consultant pursuant to Article 2 of this Agreement. Any copyrighted electronic files furnished by City shall be used by Consultant only for the Project as described herein. City's posting or publication of such documents created by Consultant for City shall constitute fair use and shall not constitute an infringement of Consultant's copyright, if any.

- 7.3 Documents that may be relied upon by City are limited to the printed copies (also known as hard copies) that are signed or sealed by the Consultant. Files in electronic media format of text, data, graphics, or of other types that are furnished by Consultant to City are only for convenience of City, unless the delivery of the Project in electronic media format has been dictated in Attachment A, Scope of Services. Any conclusion or information obtained or derived from electronic files provided for convenience will be at the user's sole risk.
- 7.4 Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within sixty (60) days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. Unless stated otherwise herein, Consultant shall not be responsible to maintain documents stored in electronic media format after acceptance by City.
- 7.5 When transferring documents in electronic media format, Consultant makes no representations as to long term compatibility, usability, or readability, of documents resulting from the use of software application packages, operating systems, or computer hardware differing from that as required of, and used by, Consultant at the beginning of this Project.
- 7.6 City may make and retain copies of Documents for information and reference in connection with use on the Project by the City, or his authorized representative. Such Documents are not intended or represented to be suitable for reuse by City or others on extensions of the Project or on any other project. Any such reuse or modifications without written verification or adaptation by Consultant, as appropriate for the specific purpose intended, will be at City's sole risk and without liability or legal exposure to the Consultant or to Consultant's sub-consultants.
- 7.7 If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- 7.8 Any verification or adaptation of the Documents for extensions of the Project or for any other project will entitle Consultant to further compensation at rates to be agreed upon by City and Consultant.

ARTICLE 8. INSURANCE.

- 8.1 During the performance of the Services under this Agreement, Consultant shall maintain the following minimum insurance:
- a) General Liability Insurance with a combined single limit of \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
 - b) Automobile Liability Insurance with a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.

- c) Workers' Compensation Insurance Coverage A in accordance with statutory requirements and Coverage B, Employer's Liability Insurance, with a limit of \$500,000 for each occurrence.
 - d) Professional Liability Insurance with a limit of \$1,000,000 annual aggregate.
- 8.2 Consultant shall add the City an additional insured on all policies unless otherwise prohibited.
- 8.3 Consultant shall, upon execution of this Agreement, furnish City certificates of insurance, which shall include a provision that such insurance shall not be canceled without at least thirty (30) days' written notice to City.
- 8.4 No insurance, of whatever kind or type is to be considered as in any way limiting other parties' responsibility for damages resulting from their activities in the execution of the Project. City agrees to include, or cause to be included, in the Project's construction contract, such requirements for insurance coverage and performance bonds by the Project's construction contractor as City deems adequate to indemnify City, Consultant, and other concerned parties against claims for damages and to insure compliance of work performance and materials with Project requirements.

ARTICLE 9. PAYMENT.

- 9.1 City will pay Consultant for services and expenses in accordance with the Fee Schedule proposal submitted for the Project as part of the Scope of Services. Consultant's invoices will be presented at the completion of the work or monthly and will be payable upon receipt. Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. City shall give prompt written notice of any disputed amount and shall pay the remaining amount.
- 9.2 Consultant shall be paid in full for all services under this Agreement, including City authorized overruns of the Project budget or unforeseen need for Consultant's services exceeding the original Scope of Services.
- 9.3 **TRAVEL; EXPENSES**
City shall reimburse reasonable expenses, including travel and meals, when specified in the Scope of Services, but only in accordance with the City's Travel and Expense Policy and Procedures Manual. The maximum amount will be applied as of the date of travel and as listed in the per diem reimbursement rates on the "CONUS" website developed by the United States General Services Administration, located at www.gsa.gov [click on 'per diem rates' under the 'etools' category].

ARTICLE 10. MISCELLANEOUS PROVISIONS

- 10.1 **EQUAL EMPLOYMENT OPPORTUNITY.** In connection with this Agreement and the Project, City and Consultant shall not discriminate against any employee or applicant for employment because of race, color, sex, national origin, disability or marital status. City and Consultant will take affirmative action to ensure that the contractor used for the Project does not discriminate against any employee and employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 10.1.1 Consultant shall insert the foregoing provision in all contracts relating to this Project.
- 10.2 **TITLE VI – CIVIL RIGHTS ACT OF 1964.** City and Consultant shall comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), 49 C.F.R., Part 21, and related statutes and regulations.
- 10.2.1 Consultant shall insert the foregoing provision in all contracts relating to this Project.
- 10.3 **NO THIRD PARTY RIGHTS CREATED.** City and Consultant each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners, to the other party to this Agreement and to their successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement. The Services provided for in this Agreement are for the sole use and benefit of City and Consultant. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Consultant.
- 10.4 **WARRANTIES/LIMITATION OF LIABILITY/WAIVER.** City reserves all rights afforded to local governments under law for all general and implied warranties. City does not waive any rights it may have to all remedies provided by law and therefore any attempt by Consultant to limit its liability shall be void and unenforceable.
- 10.5 **IRAN DIVESTMENT ACT** By 1) entering into this Agreement and/or by 2) submission of a bid or proposal to the City of Franklin, the Consultant and each person signing on behalf of any Consultant, certifies, and in the case of a joint bid or proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that neither they, nor any assignee of the resulting contract, is on the list created pursuant to T.C.A. § 12-12-106. The Consultant further certifies that it shall not utilize any

subcontractor/subconsultant identified on the list created pursuant to T.C.A. § 12-12-106.

- 10.6 NON-BOYCOTT OF ISRAEL Except for any contract with a total potential value of less than \$250,000, each consultant, except those with fewer than ten employees, and each person signing on behalf of any such consultant, by entering into this agreement certifies, under penalty of perjury, that, to the best of its knowledge and belief, such consultant is not currently engaged in, and will not, for the duration of any such contract, engage in, a boycott of Israel, as that term is defined in Tenn. Code Ann. § 12-4-119.

ARTICLE 11. EXTENT OF AGREEMENT:

- 11.1 APPLICABLE LAW/CHOICE OF FORUM AND VENUE. This Agreement is made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to that state's choice of law rules. The parties' choice of forum and venue shall be exclusively in the courts of Williamson County, Tennessee. Any provision of this Agreement held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force.
- 11.2 ENTIRE AGREEMENT. This Agreement, including these terms and conditions, represent the entire Agreement between City and Consultant for this Project and supersedes all prior negotiations, representations or agreements, written or oral. This Agreement may be amended only by written instrument signed by City and Consultant.

ARTICLE 12. DISPUTE RESOLUTION, BREACH.

- 12.1 If a dispute should arise relating to the performance of or payment for the Services under this Agreement, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder. No arbitration or mediation shall be required as a condition precedent to filing any legal claim arising out of or relating to this Agreement. No arbitration or mediation shall be binding.
- 12.2 BREACH. Upon deliberate breach of the Agreement by either party, the non-breaching party shall be entitled to terminate the Agreement with notice, with all of the remedies it would have in the event of termination, and may also have such other remedies as it may be entitled to in law or in equity.

ARTICLE 13. SURVIVAL.

The provisions contained in this Professional Services Agreement shall survive the completion of or any termination of the Agreement, contract

or other document to which it may accompany or incorporate by reference or which subsequently may be modified, unless expressly excepted from this Article upon consent of both parties.

DocuSigned by:
BY: Gerald Bolden BY: _____
142819810BA33498
Consultant's Signature Dr. Ken Moore
TITLE: Vice President - TN Ops Manager Mayor
Date: 3/26/2024 Date: _____

Approved as to Form:

J. Blake Harper, Staff Attorney

CORRADINO

ENGINEERS • PLANNERS • PROGRAM MANAGERS • ENVIRONMENTAL SCIENTISTS

March 19, 2024

Mr. Adam Moser
Traffic Engineer
City of Franklin Engineering Department
109 3rd Avenue South, Suite 133
Franklin, TN 37064

SUBMITTED VIA EMAIL: adam.moser@franklintn.gov

RE: Scope of Services and Fee Proposal for Professional Services to Provide Design Services for Traffic Signalization at the Intersection of SR-106 (Lewisburg Avenue) at South Margin Street

Dear Adam,

The Corradino Group is pleased to submit this Scope of Services and Fee Proposal to the City of Franklin for design services services for the traffic signalization at the Intersection of SR-106 (Lewisburg Avenue) at South Margin Street project.

PROFESSIONAL SERVICES

The scope of work will consist of the following services. Please see *Exhibit A – Scope of Work* for a fully detailed Scope of Work.

- Project Management and Administration
- Preliminary /ROW Design
- Final Design/Construction Documents

FEE

Services for this project will be lump sum and billed monthly as a percent complete by task. A summary of our lump sum fee is as follows.

Project Management & Administration.....	\$11,150.00
Design Services (Preliminary/ROW/Final)	
Preliminary Concept Design	\$ 9,840.00
Traffic Signal/Signing & Marking Design.....	\$20,430.00
Drainage Evaluation	\$ 3,720.00
Retaining Wall/Parapet Wall Coordination/Concept.....	\$13,740.00
Utility Coordination	\$ 6,670.00
Traffic Control/EPSC	\$ 9,075.00
Plan Pkgs/Submittals/QA-QC/Opinion of Cost/Revisions...	\$23,010.00
Bid Documents/Bidding Assistance	\$ 4,610.00
Survey (Wiser Consultants)	\$30,300.00
Tract Exhibits/Legal Descriptions (Wiser Consultants).....	\$ 4,000.00
Estimated Total.....	\$136,545.00

ADDITIONAL SERVICES

Any services not specifically outlined in this Proposal are considered as additional services and can be provided upon written approval. Scope and fee for additional services will be coordinated with the City.

We appreciate the opportunity to present this scope and fee proposal to the City of Franklin and look forward to working with you. Should you have any questions or require additional information you may reach me by telephone at 615-406-8707 or gbolden@corradino.com.

Sincerely,

THE CORRADINO GROUP, INC.

A handwritten signature in blue ink, appearing to read "Gerald Bolden", with a long horizontal flourish extending to the right.

Gerald Bolden, PE, PTOE
Vice President
Tennessee Division Manager

SCOPE OF WORK

SR-106 (Lewisburg Avenue) at South Margin Street Traffic Signal

March 19, 2024 (Revised)

The Corradino Group (Corradino) understands the following items to be included within their scope of work:

1. General Project Management

Project management is a continuous task that will be performed for the duration of this contract. Monitoring, coordination, scheduling, and reporting requirements of this task will be used to facilitate periodic review by the City to ascertain conformance with the requirements of this task. Each month during the contract, Corradino will prepare and submit a monthly invoice and status report covering work progress and contract fulfillment.

1.1 Corradino estimates project milestones to occur for Preliminary/ROW Plans and Final Construction Plans. One (1) electronic copy of plans will be submitted to the City in .pdf format at the completion of these milestones.

1.2 Corradino will provide monthly status reports to the City's Project Manager (PM) and attendance at meetings during the various phases of the project. Corradino will provide and conduct progress meetings with City staff, as necessary. These meetings will include a status update, anticipated next phases of work to be completed, and discussion on any critical items/issues and/or potential issues identified during project development. Corradino will prepare the agenda for all meetings and provide all necessary materials and handouts for discussion. At the conclusion of each meeting, Corradino will prepare meeting minutes and a cumulative list of "action items" developed for assignment to the appropriate party. These items will be distributed to the attendees and other appropriate stakeholders within five (5) working days following the meeting. All deliverables included within this task will be provided in .pdf format.

1.2.1 A total of four meetings are estimated throughout the project, one meeting during each respective milestone and two other additional meetings at discretion of the City.

1.3 During each phase of the project, Corradino will prepare for and attend one BOMA Work Session/Meetings to present a status of the project and answer any questions related to the project.

1.4 Miscellaneous subconsultant coordination with Wiser Consultants (Survey).

2. Preliminary/ROW Design

2.1. Survey

Corradino's subconsultant (Wiser Consultants) will collect field information to prepare a survey that will be used for the basis of designing the project. The survey scope of work is included as an attachment to this document.

2.2. Environmental Evaluation

Based on discussion with City staff, there is no environmental/NEPA evaluation included in this scope of work.

2.3. Preliminary/ROW Design (including Utility Coordination)

A preliminary/ROW design will be developed in accordance with City of Franklin Standards; TDOT Design Guidelines and Standard Specifications; AASHTO Green Book; PROWAG, and latest edition of the Manual of Uniform Traffic Control Devices (MUTCD).

- 2.3.1. Corradino will provide engineering and design services consisting of traffic signal and intersection improvements at the intersection of SR-106 at S. Margin Street. The City has intends to install a traffic signal with pedestrian accommodations with crosswalks and ADA ramps on three legs of the intersection – north, east and west legs. The design will address pedestrian connectivity on the northeast corner of the intersection, where the existing guardrail is located. This may include the addition of a small retaining wall or other component (ie parapet wall) to address pedestrian safety, drainage and grade on this corner of the intersection. Additionally, on the southwest corner of the intersection, due to the slope behind the sidewalk, a small retaining may be required to accommodate the traffic signal pole(s) and pedestrian improvements.
- 2.3.2. Corradino will provide the City a preliminary layout sketch with recommendations for the traffic signal layout, the northeast corner layout and the southwest corner layout prior to developing Preliminary/ROW Plans.
- 2.3.3. Corradino will develop preliminary/ROW plans for the purpose of acquiring necessary Right-of-Way and/or easements for the proposed improvements.
- 2.3.4. Corradino will develop necessary legal exhibits and property description that will allow the City of Franklin to acquire right-of-way and/or easements. The City of Franklin will appraise and acquire any needed right-of-way/easements on its own or through separate contract. Corradino estimates up to four (4) parcels may be affected by SR-106 at S. Margin Street traffic signal project.
- 2.3.5. Corradino will provide assistance to the City to coordinate relocation (if necessary) of utilities, including but not limited to underground and overhead electric, water and sewer, telecommunications, gas, and cable. This scope of work does not include any utility design services.
- 2.3.6. Corradino will evaluate surface drainage within the intersection and identify in needed improvements. Based on the identified improvements, Corradino will coordinate with the City to determine if these should be included in the design of the signal project. If so, Corradino will prepare an addendum for the additional design work to be undertaken and completed per the City of Franklin guidelines.
- 2.3.7. A preliminary Engineer's Opinion of Probable of Construction Cost will be provided after completion of preliminary/ROW plans to assist the City with planning for adequate construction funding.
- 2.3.8. Preliminary/ROW Plans sheets anticipated to be prepared will consist of Title, Index, Miscellaneous Details, Property, Present and Proposed Layout, Signal Layout, Signal Details, EPSC, Existing Utilities and Traffic Control sheets.
- 2.3.9. Corradino will submit the Preliminary/ROW plans to the City for review and comments. At such time as the comments have been received and reviewed by Corradino, a meeting will be held with the City to discuss any questions or concerns about the comments.

3. Final Design / Construction Documents

Upon approval and coordination with the City, Corradino will proceed with finalizing construction for the proposed improvement consisting of the following elements.

Page 3**SR-106 (Lewisburg Avenue) at S. Margin Street Traffic Signal****Scope of Work****Revised March 19, 2024****THE CORRADINO GROUP**

- 4.1 Details and remaining design elements will be completed to finalize and prepare construction plans.
- 4.2 Additional plan sheets, beyond the Preliminary/ROW sheets, that likely will be prepared and included to the overall plans set consist of, Quantities, General and Special Notes, Traffic Control (finalized), signing and marking layout, and stormwater pollution prevention plan (SWPPP).
- 4.3 Final project quantities shall be calculated.
- 4.4 Erosion control and traffic control plans shall be finalized for construction plans.
- 4.5 A final detailed Engineer's Estimate of Opinion will be prepared and submitted to the City upon completion of final construction plans.
- 4.6 The project will be let and constructed by the City of Franklin. Corradino assumes bid documents will consist of final Construction Plans, bid tab and technical specifications (generally reference to TDOT specifications), with any special technical specifications indicated by the City of Franklin and guidelines. One (1) electronic copy of final documents shall be submitted to the City. Advertising and any related costs for this activity are assumed to be the responsibility of the City of Franklin.

No pre-bid meeting will be held for the project. Corradino will answer questions concerning the design during the bidding phase and the City will issue all addendums.

4.7 Traffic Signal Timing

Corradino will gather any available traffic data for the intersection. Based on the available data and coordination with City staff, Corradino will prepare traffic signal timing for the intersection. This will include calculations and recommendations of the local controller settings (yellow clearance interval, all-red clearance interval, pedestrian walk, and pedestrian flashing don't walk). Additionally, Corradino will prepare and coordinate with City staff on cycle length determination, phase splits, and if needed, offsets, time-of-day and day-of-week patterns.

4. Project Assumptions

The project will be developed using the following assumptions and criteria.

- 5.1 The TDOT Standard Design Guidelines, MUTCD, AASHTO, PROWAG and City of Franklin Technical Street Standards, and City of Franklin Traffic Signal requirements.
- 5.2 Submittals will consist of one (1) copy in .pdf electronic format.
- 5.3 Preliminary/ROW and Final construction plans will be generated. A preliminary layout will be developed and submitted to the City for review. Once the preliminary concept is approved by City staff, Preliminary/ROW plans will be developed and submitted to the City for review and approval. The City who will coordinate and acquire any right-of-way/easements for the project. Final plans shall be developed for the purpose of construction.

5. Potential Supplemental Services

The following items are not included within the scope of work aforementioned and can be negotiated at a later date as additional services.

- 6.1 Perform Land Acquisition Services in accordance with the Uniform Relocation Assistance Act of 1970 and the Local Government Guidelines, including appraisals, appraisal reviews, negotiations, and assistance with relocations with TDOT approved appraisers and reviews per TDOT guidelines. Assume there will be no residential or business relocations as part of the project.
- 6.2 Public coordination meetings or presentations.

Page 4

SR-106 (Lewisburg Avenue) at S. Margin Street Traffic Signal

Scope of Work

Revised March 19, 2024

THE CORRADINO GROUP

- 6.3 Significant revisions or additional work due to the updating of TDOT Design Guidelines, specifications, permits, drainage manuals or erosion control manuals, or City of Franklin standards or specifications.
- 6.4 Construction Engineering Inspection (CEI) and related services which may require full or part-time inspectors to oversee actual construction by the contractor. Corradino employs this expertise and maintains staff readily available in the event the City of Franklin desires this service. Corradino is capable of providing this service as an additional service at such time to assist or coordinate the project for the City during construction.
- 6.5 Proposed right-of-way and/or easement staking.
- 6.6 Legal exhibits and/or descriptions greater than the number of assumed parcels (4) for Right-of-Way plans and scope of work for Survey.
- 6.7 Additional on-site or in-person meetings beyond the estimated time for coordination or project status updates.
- 6.8 Any redesign or relocation associated with unforeseen conflicts or conditions.
- 6.9 Any geotechnical work or investigations.
- 6.10 Environmental investigations involving archeological and historic resources, cultural resources, and hazardous materials assessment.

6. Items Provide by City of Franklin

The following will be provided or paid by the City of Franklin.

- 7.1 City GIS of existing utilities in and around the project area.
- 7.2 Any existing traffic data and/or traffic projects for developments within the immediate vicinity of SR-106 at S. Margin Street.



Wiser Consultants, LLC
1620 Gateway Blvd, Suite 201
Murfreesboro, Tennessee 37129
www.wiserconsultants.com
p. 615-278-1500

March 1, 2024

Gerald Bolden
The Corradino Group
377 Riverside Dr., Suite 410
Franklin, TN 37064

Subject: S.R. 106 at South Margin Street

Dear Mr. Bolden:

Thank you for the opportunity to provide a survey proposal at the intersection of S.R. 106 and South Margin Street in Franklin, TN. Our scope, exclusions, fee, and schedule follow:

SCOPE:

Initial Survey:

Wiser will perform a design survey for at the intersection for approximately 350' along S.R. 106 and 280' along South Margin Street. The DTM width will vary. See the attached map for a more detailed location.

Wiser will use a combination of traditional ground survey methods along with mobile lidar to collect topographic and roadway features. Survey control will be set and tied to the T.D.OT. network. Wiser will provide field survey services to collect above ground utilities and storm and sanitary inverts as well as individual overhead line heights at poles. The survey will include a quality level "B" S.U.E. investigation. Also, included is the resolution of 6 property tracts (see attached map for tract count). CAD deliverables will be in Microstation and Geopak formats per TDOT CADD standards.

Exclusions:

- Drainage areas from planimetric drawing
- Quality level "A" S.U.E.
- Aerial Lidar and ortho
- Proposed right-of-way/easement and construction staking

Tract Exhibits and Legals:

At Corradino's request, Wiser will provide ROW/easement exhibits and legal descriptions for specified tracts for up to 4 tracts.

Fee:

Initial Survey:	Lump Sum Fee: \$30,300
Tract Exhibits & Legals:	Hourly estimated at \$4,000 (1,00 per tract – See Exhibit B for rates)



Wiser Consultants, LLC
1620 Gateway Blvd, Suite 201
Murfreesboro, Tennessee 37129
www.wiserconsultants.com
p. 615-278-1500

SCHEDULE:

Field work can begin within 3 weeks after notice to proceed with full delivery occurring no later than 14 weeks later.

Please let us know if you have any questions or concerns. Thanks again for the opportunity and we hope that you will consider us in the future.

Sincerely,
Wiser Consultants, LLC

Benjamin Fasig, PLS



Wiser Consultants, LLC
 1620 Gateway Blvd, Suite 201
 Murfreesboro, Tennessee 37129
www.wiserconsultants.com
 p. 615-278-1500

EXHIBIT B

Schedule of Hourly Fees

January 1, 2024 – December 31, 2025

Professional Services	Current Rates
Principal	\$240
Senior Project Manager	\$210
Project Manager	\$175
Project Engineer II	\$160
Project Engineer I	\$150
Engineer Intern II	\$140
Engineer Intern I	\$125
Engineering Technician	\$125
CAD Technician	\$100
Resident Project Representative	\$110
Principal Surveyor	\$170
Survey Project Manager	\$160
Registered Land Surveyor	\$145
Survey Crew Chief	\$130
Survey Crew Member	\$50
Survey Technician II	\$125
Survey Technician I	\$100
SUE Manager	\$125
SUE Technician	\$50
Senior Lidar Tech	\$125
Lidar Tech II	\$115
Lidar Tech I	\$100
Clerical Staff	\$85



Wiser Consultants, LLC
1620 Gateway Blvd, Suite 201
Murfreesboro, Tennessee 37129
www.wiserconsultants.com
p. 615-278-1500

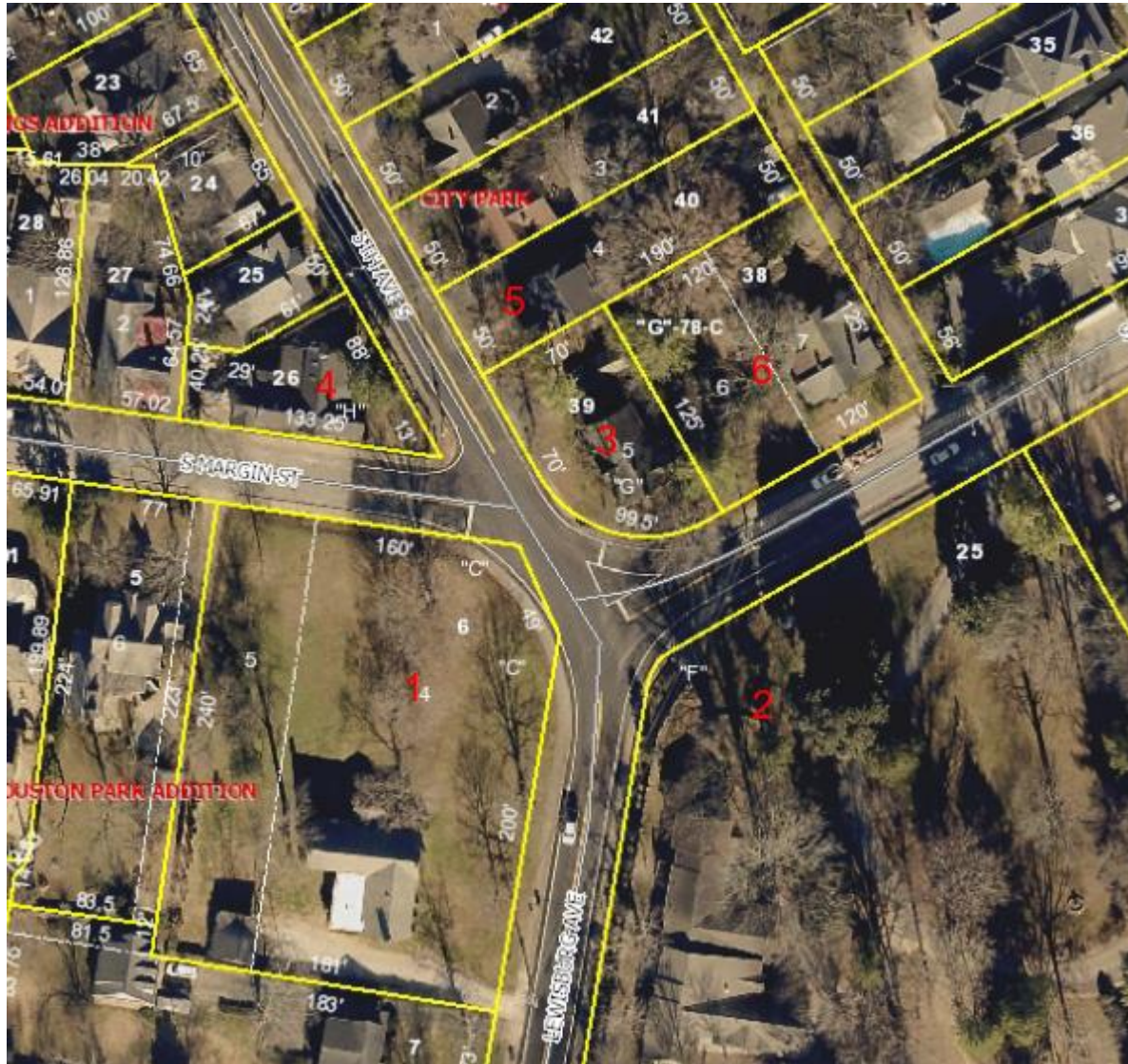
Limits





Wiser Consultants, LLC
1620 Gateway Blvd, Suite 201
Murfreesboro, Tennessee 37129
www.wiserconsultants.com
p. 615-278-1500

Tract Count – 6 Total





File #: 21-097

DATE: April 18, 2024
TO: Capital Investment Committee
FROM: Paul Holzen, Director of Engineering
Adam Moser, Traffic Engineer

SUBJECT:

Consideration Of COF Contract No. 2024-0036, With The US Department Of Transportation For The Safe Streets And Roads For All (SS4A) Safety Action Plan

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Contract No. 2024-0036, with the US Department Of Transportation for the creation of the Safe Streets And Roads For All (SS4A) Safety Action Plan for the City of Franklin.

BACKGROUND/STAFF COMMENTS:

In July of 2023, the City of Franklin applied for a Safe Streets And Roads For All (SS4A) grant to create a Safety Action Plan for our transportation system. The grant was awarded to the City on October 31, 2023. This agreement with the USDOT commits the City to completing the Safety Action Plan through 80 percent federal funding and a 20 percent local funding commitment. In the Safe Streets and Roads for All (SS4A) grant program, comprehensive safety action plans are the basic building block to significantly improve roadway safety. Action Plans are comprehensive safety plans aimed at reducing and eliminating serious-injury and fatal crashes affecting all roadway users. Action Plans use data analysis to characterize roadway safety problems and strengthen a community's approach through projects and strategies that address the most significant safety risks. The SS4A grant program is guided by the FHWA Safe System Approach, which involves a paradigm shift to improve safety culture, increase collaboration across all safety stakeholders, and refocus transportation system design and operation on anticipating human mistakes and lessening impact forces to reduce crash severity and save lives. A Safety Action Plan is required by the USDOT prior to committing any further SS4A funding for implementation or demonstration grant funds, which the City could apply for once the Safety Action Plan identifies solutions to improve transportation safety. Currently, the City is reviewing consultant RFQ submittals per federal guidelines to select a consultant to assist the City with this plan.

FINANCIAL IMPACT:

The City is obligated to pay 20 percent of the total fee, with the USDOT covering 80 percent of the total fee per the agreement. The total amount allocated for this action plan is \$240,000.00, with the City covering \$48,000.00 and the USDOT providing \$192,000.00.

RECOMMENDATION:

Staff recommends that COF Contract 2024-0036 be recommended to the Board of Mayor and Aldermen for approval.

- 1. Federal Award No.**
693JJ32440174
- 2. Effective Date**
See No. 16 Below
- 3. Assistance Listings No.**
20.939
- 4. Award To**
City of Franklin
109 Third Avenue South
Franklin, TN 37064-2519

Unique Entity Id.: E91GFR3AMMD5
TIN No.: 62-6000290
- 5. Sponsoring Office**
U.S. Department of Transportation
Federal Highway Administration
Office of Safety
1200 New Jersey Avenue, SE
HSSA-1, Mail Drop E71-117
Washington, DC 20590
- 6. Period of Performance**
Effective Date of Award – 24 Months
- 7. Total Amount**
Federal Share: \$192,000.00
Recipient Share: \$48,000.00
Other Federal Funds: \$0
Other Funds: \$0
Total: \$240,000.00
- 8. Type of Agreement**
Grant
- 9. Authority**
Section 24112 of the Infrastructure Investment and Jobs Act (Pub. L. 117–58, November 15, 2021; also referred to as the “Bipartisan Infrastructure Law” or “BIL”)
- 10. Procurement Request No.**
HSA240171PR
- 11. Federal Funds Obligated**
\$192,000.00
- 12. Submit Payment Requests To**
See Article 5.
- 13. Accounting and Appropriations Data**
15X0173E50.0000.055SR10500.5592000000.4
1010.61006600
- 14. Description of the Project**
The City of Franklin will perform work to complete the City of Franklin Safety Action Plan.

RECIPIENT**15. Signature of Person Authorized to Sign**

Signature Date
Name: Ken Moore
Title: Mayor, City of Franklin

FEDERAL HIGHWAY ADMINISTRATION**16. Signature of Agreement Officer**

Signature Date
Name: Hector R. Santamaria
Title: Agreement Officer

U.S. DEPARTMENT OF TRANSPORTATION
GRANT AGREEMENT UNDER THE
FISCAL YEAR 2023 SAFE STREETS AND ROADS FOR ALL GRANT PROGRAM

This agreement is between the United States Department of Transportation's (the "**USDOT**") Federal Highway Administration (the "**FHWA**") and the City of Franklin (the "**Recipient**").

This agreement reflects the selection of the Recipient to receive a Safe Streets and Roads for All ("**SS4A**") Grant for the City of Franklin TN - Safety Action Plan.

The parties therefore agree to the following:

ARTICLE 1
GENERAL TERMS AND CONDITIONS

1.1 General Terms and Conditions.

- (a) In this agreement, "**General Terms and Conditions**" means the content of the document titled "General Terms and Conditions Under the Fiscal Year 2023 Safe Streets and Roads for All ("**SS4A**") Grant Program," which is available at <https://www.transportation.gov/grants/ss4a/grant-agreements> under "Fiscal Year 2023." Articles 7–30 are in the General Terms and Conditions. The General Terms and Conditions are part of this agreement.
- (b) The Recipient acknowledges that it has knowledge of the General Terms and Conditions. Recipient also states that it is required to comply with all applicable Federal laws and regulations including, but not limited to, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200); National Environmental Policy Act (NEPA) (42 U.S.C. § 4321 et seq.); and Build America, Buy America Act (BIL, div. G §§ 70901-27).
- (c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient's non-compliance with the General Terms and Conditions may result in remedial action, termination of the SS4A Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the FHWA the SS4A Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

ARTICLE 2 APPLICATION, PROJECT, AND AWARD

2.1 Application.

Application Title: City of Franklin TN - Safety Action Plan

Application Date: 7/10/2023

2.2 Award Amount.

SS4A Grant Amount: \$192,000.00

2.3 Federal Obligation Information.

Federal Obligation Type: Single

2.4 Budget Period.

Budget Period: See Block 6 of Page 1

2.5 Grant Designation.

Designation: Planning and Demonstration

ARTICLE 3 SUMMARY PROJECT INFORMATION

3.1 Summary of Project's Statement of Work.

The City of Franklin will perform work to complete the City of Franklin Safety Action Plan. The City's goal is to improve roadway safety by significantly reducing or eliminating roadway fatalities and serious injuries through the development of the Safety Action Plan, focused on all roadway users, including pedestrians, bicyclists, public transportation users, motorists, personal conveyance users, and commercial vehicle operators. The City will develop a publicly available Comprehensive Safety Action Plan that includes leadership commitment, goal setting, safety analysis, public engagement, equity, recommended policy changes and strategic project prioritization. Neighborhood public meetings, safety data, and leadership input will assist in producing transportation safety goals that the City will derive into the Safety Action Plan. From there, measures will be created to ensure the City is completing the goals outlined in the Plan. The Plan will be created in both draft and final form and presented to the Board of Mayor and Aldermen (BOMA) and the public for input and guidance.

The project will be completed in one phase.

3.2 Project's Estimated Schedule.

Action Plan Schedule

Milestone	Schedule Date
Planned NEPA Completion Date:	May 31, 2024
Planned Draft Plan Completion Date:	June 1, 2025
Planned Final Plan Completion Date:	September 1, 2025
Planned Final Plan Adoption Date:	November 1, 2025
Planned SS4A Final Report Date:	December 1, 2025

3.3 Project's Estimated Costs.

(a) Eligible Project Costs

Eligible Project Costs	
SS4A Grant Amount:	\$192,000.00
Other Federal Funds:	\$0
State Funds:	\$0
Local Funds:	\$48,000.00
In-Kind Match:	\$0
Other Funds:	\$0
Total Eligible Project Cost:	\$240,000.00

(b) Indirect Costs

Indirect costs are allowable under this Agreement in accordance with 2 CFR part 200 and the Recipient's approved Budget Application. In the event the Recipient's indirect cost rate changes, the Recipient will notify FHWA of the planned adjustment and provide supporting documentation for such adjustment. This Indirect Cost provision does not operate to waive the limitations on Federal funding provided in this document. The Recipient's indirect costs are allowable only insofar as they do not cause the Recipient to exceed the total obligated funding.

ARTICLE 4

RECIPIENT INFORMATION

4.1 Recipient Contact(s).

Adam Moser
City Traffic Engineer
City of Franklin
109 Third Avenue South, Suite 133
615-550-6663
Adam.moser@franklintn.gov

4.2 Recipient Key Personnel.

Name	Title or Position
Adam Moser	City Traffic Engineer – Project Manager
Eric Conner	Principal Planner – Plan Review
Consultant (TBD)	Safety Action Plan Draft and Final

4.3 USDOT Project Contact(s).

Safe Streets and Roads for All Program Manager
Federal Highway Administration
Office of Safety
HSSA-1, Mail Stop: E71-117
1200 New Jersey Avenue, S.E.
Washington, DC 20590
202-366-2822
SS4A.FHWA@dot.gov

and

Agreement Officer (AO)
Federal Highway Administration
Office of Acquisition and Grants Management
HCFA-33, Mail Stop E62-310
1200 New Jersey Avenue, S.E.
Washington, DC 20590
202-493-2402
HCFASS4A@dot.gov

and

Gilberto DeLeon
Agreement Officer's Representative (AOR)
404 BNA Drive, Suite 508, Nashville, TN 37217
615-781-5770
Tennessee.FHWA@dot.gov

and

Melanie Murphy
Tennessee Division Office Lead Point of Contact
Transportation Planning Specialist
404 BNA Drive, Suite 508, Nashville, TN 37217
615-781-5767
Melanie.Murphy@dot.gov

ARTICLE 5

USDOT ADMINISTRATIVE INFORMATION

5.1 Office for Subaward and Contract Authorization.

USDOT Office for Subaward and Contract Authorization: FHWA Office of Acquisition and Grants Management

SUBAWARDS AND CONTRACTS APPROVAL

Note: See 2 CFR § 200.331, Subrecipient and contractor determinations, for definitions of subrecipient (who is awarded a subaward) versus contractor (who is awarded a contract).

Note: Recipients with a procurement system deemed approved and accepted by the Government or by the Agreement Officer (the “AO”) are exempt from the requirements of this clause. See 2 CFR 200.317 through 200.327. Note: This clause is only applicable to grants that do not include construction.

In accordance with 2 CFR 200.308(c)(6), unless described in the application and funded in the approved award, the Recipient must obtain prior written approval from the AO for the subaward, transfer, or contracting out of any work under this award above the Simplified Acquisition Threshold. This provision does not apply to the acquisition of supplies, material, equipment, or general support services. Approval will be issued through written notification from the AO or a formal amendment to the Agreement.

The following subawards and contracts are currently approved under the Agreement by the AO. This list does not include supplies, material, equipment, or general support services which are exempt from the pre-approval requirements of this clause.

5.2 Reimbursement Requests

- (a) The Recipient may request reimbursement of costs incurred within the budget period of this agreement if those costs do not exceed the amount of funds obligated and are

allowable under the applicable cost provisions of 2 C.F.R. Part 200, Subpart E. The Recipient shall not request reimbursement more frequently than monthly.

- (b) The Recipient shall use the DELPHI iSupplier System to submit requests for reimbursement to the payment office. When requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit supporting cost detail with the SF-270 (Request for Advance or Reimbursement) or SF-271 (Outlay Report and Request for Reimbursement for Construction Programs) to clearly document all costs incurred.
- (c) The Recipient's supporting cost detail shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, travel, etc., and the Recipient shall identify the Federal share and the Recipient's share of costs. If the Recipient does not provide sufficient detail in a request for reimbursement, the Agreement Officer's Representative (the "AOR") may withhold processing that request until the Recipient provides sufficient detail.
- (d) The USDOT shall not reimburse costs unless the AOR reviews and approves the costs to ensure that progress on this agreement is sufficient to substantiate payment.
- (e) In the rare instance the Recipient is unable to receive electronic funds transfers (EFT), payment by EFT would impose a hardship on the Recipient because of their inability to manage an account at a financial institution, and/or the Recipient is unable to use the DELPHI iSupplier System to submit their requests for disbursement, the FHWA may waive the requirement that the Recipient use the DELPHI iSupplier System. The Recipient shall contact the Division Office Lead Point of Contact for instructions on and requirements related to pursuing a waiver.
- (f) The requirements set forth in these terms and conditions supersede previous financial invoicing requirements for Recipients.

ARTICLE 6 SPECIAL GRANT TERMS

- 6.1** SS4A funds must be expended within five years after the grant agreement is executed and DOT obligates the funds, which is the budget period end date in section 10.3 of the Terms and Conditions and section 2.4 in this agreement.
- 6.2.** The Recipient demonstrates compliance with civil rights obligations and nondiscrimination laws, including Titles VI of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), and Section 504 of the Rehabilitation Act, and accompanying regulations. Recipients of Federal transportation funding will also be required to comply fully with regulations and guidance for the ADA, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and all other civil rights requirements.
- 6.3** SS4A Funds will be allocated to the Recipient and made available to the Recipient in accordance with FHWA procedures.

- 6.4** The Recipient of a Planning and Demonstration Grant acknowledges that the Safety Action Plan will be made publicly available and agrees that it will publish the final Safety Action Plan on a publicly available website.
- 6.5** There are no other special grant requirements.

ATTACHMENT A
PERFORMANCE MEASUREMENT INFORMATION

Study Area: City of Franklin (inside City Limits)

Table 1: Performance Measure Table

Measure	Category and Description	Measurement Frequency and Reporting Deadline
Equity	Percent of Funds to Underserved Communities: Funding amount (of total project amount) benefitting underserved communities, as defined by USDOT	Within 120 days after the end of the period of performance
Costs	Project Costs: Quantification of the cost of each eligible project carried out using the grant	Within 120 days after the end of the period of performance
Lessons Learned and Recommendations	Lessons Learned and Recommendations: Description of lessons learned and any recommendations relating to future projects or strategies to prevent death and serious injury on roads and streets.	Within 120 days after the end of the period of performance

ATTACHMENT B CHANGES FROM APPLICATION

Describe all material differences between the scope, schedule, and budget described in the application and the scope, schedule, and budget described in Article 3. The purpose of Attachment B is to clearly and accurately document any differences in scope, schedule, and budget to establish the parties' knowledge and acceptance of those differences. See Article 11 for the Statement of Work, Schedule, and Budget Changes. If there are no changes, please insert "N/A" in Section 3.3 of the table.

Scope:

None

Schedule:

None

Budget:

None

The table below provides a summary comparison of the project budget.

Fund Source	Application		Section 3.3	
	\$	%	\$	%
Previously Incurred Costs (Non-Eligible Project Costs)				
Federal Funds				
Non-Federal Funds				
Total Previously Incurred Costs				
Future Eligible Project Costs				
SS4AFunds				
Other Federal Funds				
Non-Federal Funds				
Total Future Eligible Project Costs				
Total Project Costs			N/A	

ATTACHMENT C RACIAL EQUITY AND BARRIERS TO OPPORTUNITY

1. Efforts to Improve Racial Equity and Reduce Barriers to Opportunity.

The Recipient states that rows marked with “X” in the following table align with the application:

	A racial equity impact analysis has been completed for the Project. <i>(Identify a report on that analysis or, if no report was produced, describe the analysis and its results in the supporting narrative below.)</i>
	The Recipient or a project partner has adopted an equity and inclusion program/plan or has otherwise instituted equity-focused policies related to project procurement, material sourcing, construction, inspection, hiring, or other activities designed to ensure racial equity in the overall delivery and implementation of the Project. <i>(Identify the relevant programs, plans, or policies in the supporting narrative below.)</i>
	The Project includes physical-barrier-mitigating land bridges, caps, lids, linear parks, and multimodal mobility investments that either redress past barriers to opportunity or that proactively create new connections and opportunities for underserved communities that are underserved by transportation. <i>(Identify the relevant investments in the supporting narrative below.)</i>
	The Project includes new or improved walking, biking, and rolling access for individuals with disabilities, especially access that reverses the disproportional impacts of crashes on people of color and mitigates neighborhood bifurcation. <i>(Identify the new or improved access in the supporting narrative below.)</i>
	The Project includes new or improved freight access to underserved communities to increase access to goods and job opportunities for those underserved communities. <i>(Identify the new or improved access in the supporting narrative below.)</i>
	The Recipient has taken other actions related to the Project to improve racial equity and reduce barriers to opportunity, as described in the supporting narrative below.
X	The Recipient has not yet taken actions related to the Project to improve racial equity and reduce barriers to opportunity but intends to take relevant actions described in the supporting narrative below.
	The Recipient has not taken actions related to the Project to improve racial equity and reduce barriers to opportunity and will not take those actions under this award.

2. Supporting Narrative.

The Safety Action Plan will address Racial Equity and Barriers to Opportunity for the City of Franklin in the study report.

ATTACHMENT D

CLIMATE CHANGE AND ENVIRONMENTAL JUSTICE IMPACTS

1. Consideration of Climate Change and Environmental Justice Impacts.

The Recipient states that rows marked with “X” in the following table align with the application:

	The Project directly supports a Local/Regional/State Climate Action Plan that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>
	The Project directly supports a Local/Regional/State Equitable Development Plan that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>
	The Project directly supports a Local/Regional/State Energy Baseline Study that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>
	The Recipient or a project partner used environmental justice tools, such as the EJScreen, to minimize adverse impacts of the Project on environmental justice communities. <i>(Identify the tool(s) in the supporting narrative below.)</i>
	The Project supports a modal shift in freight or passenger movement to reduce emissions or reduce induced travel demand. <i>(Describe that shift in the supporting narrative below.)</i>
	The Project utilizes demand management strategies to reduce congestion, induced travel demand, and greenhouse gas emissions. <i>(Describe those strategies in the supporting narrative below.)</i>
	The Project incorporates electrification infrastructure, zero-emission vehicle infrastructure, or both. <i>(Describe the incorporated infrastructure in the supporting narrative below.)</i>
	The Project supports the installation of electric vehicle charging stations. <i>(Describe that support in the supporting narrative below.)</i>
	The Project promotes energy efficiency. <i>(Describe how in the supporting narrative below.)</i>
	The Project serves the renewable energy supply chain. <i>(Describe how in the supporting narrative below.)</i>
	The Project improves disaster preparedness and resiliency <i>(Describe how in the supporting narrative below.)</i>
	The Project avoids adverse environmental impacts to air or water quality, wetlands, and endangered species, such as through reduction in Clean Air Act criteria pollutants and greenhouse gases, improved stormwater management, or improved habitat connectivity. <i>(Describe how in the supporting narrative below.)</i>
	The Project repairs existing dilapidated or idle infrastructure that is currently causing environmental harm. <i>(Describe that infrastructure in the supporting narrative below.)</i>

	The Project supports or incorporates the construction of energy- and location-efficient buildings. <i>(Describe how in the supporting narrative below.)</i>
	The Project includes recycling of materials, use of materials known to reduce or reverse carbon emissions, or both. <i>(Describe the materials in the supporting narrative below.)</i>
	The Recipient has taken other actions to consider climate change and environmental justice impacts of the Project, as described in the supporting narrative below.
X	The Recipient has not yet taken actions to consider climate change and environmental justice impacts of the Project but will take relevant actions described in the supporting narrative below.
	The Recipient has not taken actions to consider climate change and environmental justice impacts of the Project and will not take those actions under this award.

2. **Supporting Narrative.**

The Safety Action Plan will address Climate Change and Environmental Justice Impacts for the City of Franklin in the study report.

ATTACHMENT E LABOR AND WORKFORCE

1. Efforts to Support Good-Paying Jobs and Strong Labor Standards

The Recipient states that rows marked with “X” in the following table align with the application:

	The Recipient demonstrate, to the full extent possible consistent with the law, an effort to create good-paying jobs with the free and fair choice to join a union and incorporation of high labor standards. <i>(Identify the relevant agreements and describe the scope of activities they cover in the supporting narrative below.)</i>
	The Recipient or a project partner has adopted the use of local and economic hiring preferences in the overall delivery and implementation of the Project. <i>(Describe the relevant provisions in the supporting narrative below.)</i>
	The Recipient or a project partner has adopted the use of registered apprenticeships in the overall delivery and implementation of the Project. <i>(Describe the use of registered apprenticeship in the supporting narrative below.)</i>
	The Recipient or a project partner will provide training and placement programs for underrepresented workers in the overall delivery and implementation of the Project. <i>(Describe the training programs in the supporting narrative below.)</i>
	The Recipient or a project partner will support free and fair choice to join a union in the overall delivery and implementation of the Project by investing in workforce development services offered by labor-management training partnerships or setting expectations for contractors to develop labor-management training programs. <i>(Describe the workforce development services offered by labor-management training partnerships in the supporting narrative below.)</i>
	The Recipient or a project partner will provide supportive services and cash assistance to address systemic barriers to employment to be able to participate and thrive in training and employment, including childcare, emergency cash assistance for items such as tools, work clothing, application fees and other costs of apprenticeship or required pre-employment training, transportation and travel to training and work sites, and services aimed at helping to retain underrepresented groups like mentoring, support groups, and peer networking. <i>(Describe the supportive services and/or cash assistance provided to trainees and employees in the supporting narrative below.)</i>
	The Recipient or a project partner has documented agreements or ordinances in place to hire from certain workforce programs that serve underrepresented groups. <i>(Identify the relevant agreements and describe the scope of activities they cover in the supporting narrative below.)</i>

	The Recipient or a project partner participates in a State/Regional/Local comprehensive plan to promote equal opportunity, including removing barriers to hire and preventing harassment on work sites, and that plan demonstrates action to create an inclusive environment with a commitment to equal opportunity, including: a. affirmative efforts to remove barriers to equal employment opportunity above and beyond complying with Federal law; b. proactive partnerships with the U.S. Department of Labor's Office of Federal Contract Compliance Programs to promote compliance with EO 11246 Equal Employment Opportunity requirements and meet the requirements as outlined in the Notice of Funding Opportunity to make good faith efforts to meet the goals of 6.9 percent of construction project hours being performed by women and goals that vary based on geography for construction work hours and for work being performed by people of color; c. no discriminatory use of criminal background screens and affirmative steps to recruit and include those with former justice involvement, in accordance with the Fair Chance Act and equal opportunity requirements; d. efforts to prevent harassment based on race, color, religion, sex, sexual orientation, gender identity, and national origin; e. training on anti-harassment and third-party reporting procedures covering employees and contractors; and f. maintaining robust anti-retaliation measures covering employees and contractors. <i>(Describe the equal opportunity plan in the supporting narrative below.)</i>
	The Recipient has taken other actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards. <i>(Describe those actions in the supporting narrative below.)</i>
X	The Recipient has not yet taken actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards but, before beginning construction of the project, will take relevant actions described in the supporting narrative below.
	The Recipient has not taken actions related to the Project to improving good-paying jobs and strong labor standards and will not take those actions under this award.

2. Supporting Narrative.

The Safety Action Plan will address Labor and Workforce for the City of Franklin in the study report.



File #: 21-06110

DATE: February 21, 2024
TO: Capital Investment Committee
FROM: Paul Holzen, Director of Engineering
Lisa Clayton, Director of Parks
Jonathan Marston, Asst. Director of Engineering
Shahad Abdulrahman, Staff Engineer

SUBJECT:

Consideration Of COF Contract No. 2024-0050, With The Corradino Group, Inc., For Construction Inspection & Material Testing For Southeast Park At A Not To Exceed Cost of \$994,502.50

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning COF Contract No. 2024-0050, a Professional Services Agreement (PSA) with The Corradino Group, Inc. (Corradino) to provide construction inspection & material testing for the Southeast Municipal Complex (Southeast Park).

BACKGROUND/STAFF COMMENTS:

Due to the scope and scale of the project and the expectation that several other large projects will be under construction simultaneously, staff requested Corradino to provide supplemental construction inspection and testing services for the upcoming construction of Southeast Park. Corradino's tasks will include limited project coordination and administration tasks, in addition to construction inspection and material testing. Corradino staff will attend project meetings as directed by city staff and will assist and coordinate with their subconsultant, ECS, to provide material testing for the project. Testing frequencies will be determined by city staff and will follow city specifications. Corradino's field inspection time is estimated to be 24 months. During these 24 months, the Corradino staff will prepare daily work reports, inspect erosion control items in conformance to the plans, and coordinate with the city team. Ultimately, these additional services are meant to supplement the in-house construction management and inspection that is provided by our capital projects team.

FINANCIAL IMPACT:

The total contract ceiling of this PSA (COF Contract No. 2024-0050) is \$994,502.50. To-date, expenses for the park-related components of this project have been charged to the Capital Projects Fund (310) for Parks & Recreation Facilities [>\$100,000] (89310), which corresponds to a General Ledger (GL) code of 310-89310-44700. Staff anticipates that expenses from this contract and most other construction expenses will continue to be billed to this GL code. However, as the Capital

Projects Fund (310) is composed of multiple sources of funding, the Administration and Finance Departments will determine the most appropriate and available final sources of funding based upon approved budgets.

RECOMMENDATION:

Staff recommends that COF Contract No. 2024-0050 with The Corradino Group, Inc. in the amount not to exceed \$994,502.50 be recommended to the Board of Mayor and Aldermen for approval.

**CITY OF FRANKLIN, TENNESSEE
PROFESSIONAL SERVICES AGREEMENT
COF Contract No. 2024-0050**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is by and between the City of Franklin, Tennessee, hereinafter referenced as City, and **THE CORRADINO GROUP, INC.** hereinafter referenced as Consultant, who mutually agree as follows:

DECLARATIONS. The City desires to retain the Consultant to provide in connection with the City's project hereinafter referenced as the Project. The Project is described as follows:

Construction Inspection & Material Testing for SE Park with Corradino Group

1. SCOPE OF SERVICES. The Consultant shall provide construction inspection and testing for the Project in accordance with the Scope of Services ("Services") as found in Attachment A, which shall be considered as an integral part hereof.
2. The Consultant shall submit as a part of Attachment A an individual Fee Schedule and a Completion Schedule for the Project based on the detailed Scope of Services.
3. In the event of a conflict between this Agreement and the attached document(s), this Agreement shall supersede conflicting terms and conditions.
4. The Consultant shall be paid on a monthly basis for work performed based on the Fee Schedule as contained in Attachment A in the Not to Exceed Amount of **Nine Hundred Ninety-Four Thousand Five Hundred Two and 50/100 Dollars (\$994,502.50).**

The Board of Mayor and Aldermen Approved this Agreement on the ____ Day of _____ 20__.

TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

ARTICLE 1. SERVICES. The Consultant will:

- 1.1 Act for the City in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with standards of competent consultants using the standards in the industry:
- 1.2 Consider all reports to be confidential and distribute copies of the same only to those persons specifically designated by the City.
- 1.3 Perform all services under the general direction of a senior professional employee, licensed and/or registered in the State of Tennessee, when appropriate.
- 1.4 Designate, in writing, the sole Project representative to coordinate with the City the Services to be provided, including all contact information.
- 1.5 Unless provided for in the Project Scope of Services (Attachment A), the Consultant shall perform all Services with his own forces (employees). Should sub-consultants be proposed to be used in the Project, a listing of said sub-consultants with Services to be performed shall be provided. After approval of this Agreement, no substitute for sub-consultants shall be allowed unless approved by the City.
- 1.6 Retain pertinent records relating to the services performed for a period of seven (7) years following the completion of the work; during this period the records shall be available for review by the City at all reasonable times.

ARTICLE 2. CITY'S RESPONSIBILITIES. The City, or its authorized representative, will:

- 2.1 Provide the Consultant with all information regarding the Project, which is available to, or reasonably obtainable by, the City.
- 2.2 Furnish right-of-entry onto the Project site for the Consultant's necessary field studies and surveys. The Consultant will endeavor to restore the site to its original condition and shall remain solely liable for all damages, costs and expenses, including reasonable attorneys' fees, for failure to make such restoration.
- 2.3 Designate, in writing, the sole Project representative to coordinate with and direct the Consultant, including all contact information.
- 2.4 Guarantee to the Consultant that it has the legal capacity to enter into this contract and that sufficient monies are available to fund the Consultant's compensation.

ARTICLE 3. GENERAL CONDITIONS.

- 3.1 The Consultant, by the performance of services covered hereunder, does not in any way assume, abridge or abrogate any of those duties, responsibilities or authorities customarily vested in other professionals or agencies participating in the Project.
- 3.2 The Consultant shall be responsible for the acts or omissions of any party involved in concurrent or subsequent phases of the Project acting upon written instruction issued by the Consultant.
- 3.3 Neither the City nor the Consultant may assign or transfer its duties or interest in this Agreement without written consent of the other party.
- 3.4 ALLOCATION OF RISK AND LIABILITY; GENERAL. Considering the potential liabilities that may exist during the performance of the services of this Agreement, the relative benefits and risks of the Project, and the Consultant's fee for the services rendered, and in consideration of the promises contained in this Agreement, the City and the Consultant agree to allocate and limit such liabilities in accordance with this Article.

- 3.5 INDEMNIFICATION. The Consultant agrees to indemnify and hold the City harmless from and against legal liability for all claims, judgments, losses, damages, and expenses to the extent such claims, judgments, losses, damages, or expenses are caused by the Consultant's negligent act, error or omission in the performance of the Services of this Agreement. In the event claims, judgments, losses, damages, or expenses are caused by the joint or concurrent negligence of the Consultant and the City, they shall be borne by each party in proportion to its own negligence.

3.5.1 SURVIVAL. The terms and conditions of this paragraph shall survive completion of this services agreement.

- 3.6 LIMITATIONS OF RESPONSIBILITY. The Consultant shall not be responsible for (a) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project unless specifically undertaken in Attachment A, Scope of Services ; (b) the failure of any contractor, subcontractor, Consultant, or other Project participant, not under contract to Consultant, to fulfill contractual responsibilities to the City or to comply with federal, state, or local laws, regulations, and codes; or (c) procuring permits, certificates, and licenses required for any construction unless such procurement responsibilities are specifically assigned to the Consultant in Attachment A, Scope of Services.

ARTICLE 4. TERMINATION BY THE CITY. The City may terminate this Agreement in accordance with the following terms and conditions:

- 4.1 TERMINATION FOR CONVENIENCE. The City may, when in the interests of the City, terminate performance under this Agreement with the Consultant, in whole or in part, for the convenience of the City. The City shall give written notice of such termination to the Consultant specifying when termination becomes effective. The Consultant shall incur no further obligations in connection with the work so terminated, other than warranties and guarantees for completed work and installed equipment, and the Consultant shall stop work when such termination becomes effective. The Consultant shall also terminate outstanding orders and subcontracts for the affected work. The Consultant shall settle the liabilities and claims arising out of the termination of subcontracts and orders. The City may direct the Consultant to assign the Consultant's right, title and interest under termination orders or subcontracts to the City or its designee. The Consultant shall transfer title and deliver to the City such completed or partially completed work and materials, equipment, parts, fixtures, information and Contract rights as the Consultant has in its possession or control. When terminated for convenience, the Consultant shall be compensated as follows:

- (1) The Consultant shall submit a termination claim to the City specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the City. If the Consultant fails to file a termination claim within one (1) year from the effective date of termination, the City shall pay the Consultant the amount the City deems the Consultant is due.
- (2) The City and the Consultant may agree to the compensation, if any, due to the Consultant hereunder.
- (3) Absent agreement to the amount due to the Consultant, the City shall pay the Consultant the following amounts:

- (a) Contract costs for labor, materials, equipment and other services accepted under this Agreement;
- (b) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the work, and in terminating the Consultant's performance, plus a fair and reasonable allowance for direct job site overhead and earned profit thereon (such profit shall not include anticipated profit or consequential damages); provided however, that if it reasonably appears that the Consultant would have not profited or would have sustained a loss if the entire Agreement would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;
- (4) The total sum to be paid the Consultant under this Section shall not exceed the total Agreement Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

- 4.2 TERMINATION FOR CAUSE. If the Consultant does not perform the work, or any part thereof, in a timely manner, supply adequate labor, supervisory personnel or proper equipment or materials, or if it fails to timely discharge its obligations for labor, equipment and materials, or proceeds to disobey applicable law, or otherwise commits a violation of a material provision of this Agreement, then the City, in addition to any other rights it may have against the Consultant or others, may terminate the performance of the Consultant, in whole or in part at the City's sole option, and assume possession of the Project Plans and materials and may complete the work.

In such case, the Consultant shall not be paid further until the work is complete. After Completion has been achieved, if any portion of the Contract Price, as it may be modified hereunder, remains after the cost to the City of completing the work, including all costs and expenses of every nature incurred, has been deducted by the City, such remainder shall belong to the Consultant. Otherwise, the Consultant shall pay and make whole the City for such cost. This obligation for payment shall survive the termination of the Agreement.

In the event the employment of the Consultant is terminated by the City for cause pursuant to this Section and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under this Section and the provisions of Section 4.1 shall apply.

- 4.3 TERMINATION FOR NON-APPROPRIATION. The City may also terminate this Agreement, in whole or in part, for non-appropriation of sufficient funds to complete or partially complete the Project, regardless of the source of such funds, and such termination shall be on the terms of Section 4.1.

- 4.4 The City's rights under this Section shall be in addition to those contained elsewhere herein or provided by law.

ARTICLE 5. SCOPE OF SERVICES. The Consultant shall provide the Services as described in Scope of Services attached hereto as Attachment A and incorporated herein by reference.

- 5.1 By mutual agreement, this Agreement and scope can be amended by the parties. The scope and fee for any additional tasks or services under such amendment shall be mutually negotiated and agreed to in writing prior to beginning such additional tasks or services.
- 5.2 ENVIRONMENTAL RESPONSIBILITY. Where drilling/sampling services are involved, the samples obtained from the Project site are the property of the City. Should any of these samples be recognized by the Consultant to be contaminated, the City shall remove them from the Consultant's custody and transport them to a disposal site, all in accordance with applicable government statutes, ordinances, and regulations. For all other samples, the Consultant shall retain them for a sixty (60)-day period following the submission of the drilling/sampling report unless the City directs otherwise; thereafter, the Consultant shall discard the samples in accordance with all federal, state and local laws.

ARTICLE 6. SCHEDULE.

- 6.1 TIME OF THE ESSENCE. The parties agree that time is of the essence with respect to the parties' performance of all provisions of the Agreement.
- 6.2 Before executing this Agreement, the Consultant shall have prepared and submitted for approval to the City a Completion Schedule for the Project with milestones for the various stages (tasks) of the Services as outlined in the Scope of Services. The Consultant shall submit and obtain the City's approval for any proposed changes to the logic, durations, sequences, or timing of tasks as approved in the Completion Schedule.
- 6.3 FORCE MAJEURE. Neither party will be liable to the other for any delay or failure to perform any of the services or obligations set forth in this Agreement due to causes beyond its reasonable control, and performance times will be considered extended for a period of time equivalent to the time lost because of such delay plus a reasonable period of time to allow the parties to recommence performance of their respective obligations hereunder. Should a circumstance of force majeure last more than ninety (90) days, either party may by written notice to the other terminate this Agreement. The term "force majeure" as used herein shall mean the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States or of the State or any of their departments, agencies or officials, or any civil or military authority; insurrections, riots, landslides, earthquakes, fires, storms, tornadoes, droughts, floods, explosions, breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of either party.
- 6.4 Should the City request changes in the scope, extent, or character of the Project, the fee and the time of performance of the Consultant's Services as indicated in Attachment A shall be adjusted equitably.

ARTICLE 7. USE OF DOCUMENTS, DATA.

- 7.1 All Documents, including, but not limited to, reports, drawings, specifications, and computer software prepared by the Consultant pursuant to this Agreement are

instruments of service in respect to the Project. The City shall retain an ownership and property interest therein whether or not the Project is completed.

7.1.1 USE OF DATA SYSTEMS. The City maintains all rights to data systems and data (including derivative or hidden data such as metadata) created and used by the Consultant through information supplied to the Consultant by the City.

7.1.2 DISCLOSURE OF DOCUMENTS/DATA. The City may be required to disclose documents or data under state or federal law. The City shall notify the Consultant if a request for data or documents has been made and shall give the Consultant a reasonable opportunity under the circumstances to respond to the request by redacting proprietary or other confidential information. The Consultant waives any right to confidentiality of any document, e-mail or file it fails to clearly mark on each page as confidential or proprietary. In exchange, the Consultant agrees to indemnify, defend, and hold harmless the City for any claims by third parties relating thereto or arising out of (i) the City's failure to disclose such documents or information required to be disclosed by law, or (ii) the City's release of documents as a result of the City's reliance upon the Consultant representation that materials supplied by the Consultant (in full or redacted form) do not contain trade secrets or proprietary information, provided that the City impleads the Consultant and the Consultant assumes control over that claim.

7.2 By execution of this Agreement, the Consultant and his sub-consultant(s) grant the City a royalty-free, perpetual, irrevocable, and assignable license to use any and all intellectual property interest the Consultant or his sub-consultant(s) possess to any drawings, details, specifications, documents, and other information created before each of their first involvement with the Project and subsequently incorporated into the Project's documents. City-furnished data that may be relied upon by the Consultant is limited to the printed copies that are delivered to the Consultant pursuant to Article 2 of this Agreement. Any copyrighted electronic files furnished by the City shall be used by the Consultant only for the Project as described herein. The City's posting or publication of such documents created by the Consultant for the City shall constitute fair use and shall not constitute an infringement of the Consultant's copyright, if any.

7.3 Documents that may be relied upon by the City are limited to the printed copies (also known as hard copies) that are signed or sealed by the Consultant. Files in electronic media format of text, data, graphics, or of other types that are furnished by the Consultant to the City are only for convenience of the City, unless the delivery of the Project in electronic media format has been dictated in the Scope of Services attached hereto as Attachment A. Any conclusion or information obtained or derived from electronic files provided for convenience will be at the user's sole risk.

7.4 Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within sixty (60) days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. Unless stated otherwise herein, the Consultant shall not be responsible to maintain documents stored in electronic media format after acceptance by the City.

7.5 When transferring documents in electronic media format, the Consultant makes no representations as to long term compatibility, usability, or readability, of documents

resulting from the use of software application packages, operating systems, or computer hardware differing from that as required of, and used by, the Consultant at the beginning of this Project.

- 7.6 The City may make and retain copies of Documents for information and reference in connection with use on the Project by the City, or his authorized representative. Such Documents are not intended or represented to be suitable for reuse by the City or others on extensions of the Project or on any other project. Any such reuse or modifications without written verification or adaptation by the Consultant, as appropriate for the specific purpose intended, will be at the City's sole risk and without liability or legal exposure to the Consultant or to the Consultant's sub-consultants.
- 7.7 If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- 7.8 Any verification or adaptation of the Documents for extensions of the Project or for any other project will entitle the Consultant to further compensation at rates to be agreed upon by the City and the Consultant.

ARTICLE 8. INSURANCE.

- 8.1 During the performance of the Services under this Agreement, the Consultant shall maintain the following minimum insurance:
 - a) General Liability Insurance with a combined single limit of \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
 - b) Automobile Liability Insurance with a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
 - c) Workers' Compensation Insurance Coverage A in accordance with statutory requirements and Coverage B, Employer's Liability Insurance, with a limit of \$500,000 for each occurrence.
 - d) Professional Liability Insurance with a limit of \$1,000,000 annual aggregate.
- 8.2 The Consultant shall add the City as an additional insured on all policies unless otherwise prohibited.
- 8.3 The Consultant shall, upon execution of this Agreement, furnish the City with certificates of insurance, which shall include a provision that such insurance shall not be canceled without at least thirty (30) days' written notice to the City.
- 8.4 No insurance, of whatever kind or type is to be considered as in any way limiting other parties' responsibility for damages resulting from their activities in the execution of the Project. The City agrees to include, or cause to be included, in the Project's construction contract, such requirements for insurance coverage and performance bonds by the Project's construction contractor as the City deems adequate to indemnify the City, the Consultant, and other concerned parties against claims for damages and to insure compliance of work performance and materials with Project requirements.

ARTICLE 9. PAYMENT.

- 9.1 The City will pay the Consultant for services and expenses in accordance with the Fee Schedule proposal submitted for the Project as part of the Scope of Services. The Consultant's invoices will be presented at the completion of the work or monthly and will be payable upon receipt. Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. The City shall give prompt written notice of any disputed amount and shall pay the remaining amount.

ARTICLE 10. MISCELLANEOUS PROVISIONS

- 10.1 EQUAL EMPLOYMENT OPPORTUNITY. In connection with this Agreement and the Project, the City and the Consultant shall not discriminate against any employee or applicant for employment because of race, color, sex, national origin, disability or marital status. The City and the Consultant will take affirmative action to ensure that the contractor used for the Project does not discriminate against any employee and employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 10.1.1 The Consultant shall insert the foregoing provision in all contracts relating to this Project.
- 10.2 TITLE VI – CIVIL RIGHTS ACT OF 1964. The City and the Consultant shall comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), 49 C.F.R., Part 21, and related statutes and regulations.
- 10.2.1 The Consultant shall insert the foregoing provision in all contracts relating to this Project.
- 10.3 NO THIRD-PARTY RIGHTS CREATED. The City and the Consultant each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners, to the other party to this Agreement and to their successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement. The Services provided for in this Agreement are for the sole use and benefit of the City and the Consultant. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.
- 10.4 WARRANTIES/LIMITATION OF LIABILITY/WAIVER. The City reserves all rights afforded to local governments under law for all general and implied warranties. The City does not waive any rights it may have to all remedies provided by law and therefore any attempt by the Consultant to limit its liability shall be void and unenforceable.

ARTICLE 11. EXTENT OF AGREEMENT:

- 11.1 APPLICABLE LAW/CHOICE OF FORUM AND VENUE. This Agreement is made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to that state's choice of law rules. The parties' choice of forum and venue shall be exclusively in the courts of Williamson County, Tennessee. Any provision of this Agreement held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force.
- 11.2 ENTIRE AGREEMENT. This Agreement, including these terms and conditions, represent the entire Agreement between the City and the Consultant for this Project and supersedes all prior negotiations, representations or agreements, written or oral. This Agreement may be amended only by written instrument signed by the City and the Consultant.

ARTICLE 12. DISPUTE RESOLUTION, BREACH.

- 12.1 If a dispute should arise relating to the performance of or payment for the Services under this Agreement, the aggrieved party shall notify the other party of the dispute within a

reasonable time after such dispute arises. During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder. No arbitration or mediation shall be required as a condition precedent to filing any legal claim arising out of or relating to this Agreement. No arbitration or mediation shall be binding.

- 12.2 BREACH. Upon deliberate breach of the Agreement by either party, the non-breaching party shall be entitled to terminate the Agreement with notice, with all of the remedies it would have in the event of termination, and may also have such other remedies as it may be entitled to in law or in equity.

ARTICLE 13. SURVIVAL.

The provisions contained in this Professional Services Agreement shall survive the completion of or any termination of the Agreement, contract or other document to which it may accompany or incorporate by reference or which subsequently may be modified, unless expressly excepted from this Article upon consent of both parties.

THE CITY OF FRANKLIN, TENNESSEE:

(Signature)

Name: Dr. Ken Moore

Title: Mayor

Date: _____

THE CORRADINO GROUP, INC.:

DocuSigned by:
Gerald Bolden
(Signature) 3/20/2024 3:34:03 PM

Name: Gerald Bolden

Title: Vice President - TN Ops Manager

Date: 3/20/2024

Attest:

(Signature)

Eric S. Stuckey
City Administrator

Date: _____

Approved as to Form:

J. Blake Harper, Staff Attorney

THE CORRADINO GROUP, INC.

CORRADINO

ENGINEERS • PLANNERS • PROGRAM MANAGERS • ENVIRONMENTAL SCIENTISTS

January 23, 2024

Mr. Jon Carman
 Capital Projects Construction Manager
 City of Franklin Engineering Department
 109 3rd Avenue South
 Franklin, TN 37064

RE: Scope of Services and Fee Proposal for Construction Inspection and Materials Testing related to the construction of Southeast Municipal Park

Dear Jon,

The Corradino Group is pleased to submit this Scope of Services and Cost Proposal to the City of Franklin for construction inspection and materials testing services for the Southeast Municipal Park project. Services to be provided will consist of construction inspection and materials testing per City of Franklin Engineering requirements.

PROFESSIONAL SERVICES

The scope of work will consist of the following services. Please see *Exhibit A – Scope of Work* for a fully detailed Scope of Work.

- Project Coordination and Administration
- Construction Inspection / Materials Testing

TIME of SERVICE

The Corradino Group will begin coordinating with the City upon receipt of an executed contract and begin construction inspection activities with the preconstruction meeting. Inspection activities are estimated to have a duration of 24 months or as directed by the City.

FEE

Services for this project will be billed monthly at an hourly rate as determined by classification. A detailed Fee Schedule can be found in *Exhibit B – Fee Schedule*. A summary of our not to exceed fee is as follows.

Total Labor for Project Inspection	\$822,500.00
Total Labor for Materials Testing	\$172,002.50
Estimated Total for Services	\$994,502.50

ADDITIONAL SERVICES

Any services not specifically outlined in this Proposal are considered as additional services and can be provided upon written approval. Additional services will be billed at direct hourly rates.

We appreciate the opportunity to present this Proposal to the City of Franklin and look forward to working with you. Should you have any questions or require additional information you may reach me by telephone at (901) 604-7634 or by email at mmcwilliams@corradino.com.

THE CORRADINO GROUP, INC.


Marty McWilliams, PE, PMP
 TN Construction Services Manager

377 RIVERSIDE DRIVE, SUITE 410
 FRANKLIN, TN 37064
 WWW.CORRADINO.COM

THE CORRADINO GROUP, INC.

CORRADINO

ENGINEERS • PLANNERS • PROGRAM MANAGERS • ENVIRONMENTAL SCIENTISTS

Exhibit A - Scope of Work City of Franklin Southeast Municipal Park Construction Inspection / Materials Testing January 23, 2024

Project Understanding

The Corradino Group (Corradino) was requested to provide the City of Franklin a cost estimate for construction inspection and materials testing services related to the construction of the Southeast Municipal Park. Corradino will be providing the construction inspection with ECS Southeast providing the materials testing as a subcontractor. Corradino understands that we will be assisting the City's Capital Projects Construction Manager in providing construction inspection services for an approximate period of 24 months, including approximately 12 months of materials testing. Inspection and materials testing services were requested to effectively monitor and oversee construction of the project as defined by the plans and specifications. All inspection, documentation, and materials testing will meet the requirements as outlined in Task 1 and 2 below or as dictated by the City of Franklin Engineering Department.

Task 1 – Project Coordination and Administration

Project coordination and administration is a continuous task that will be performed for the duration of this contract. This task includes monitoring, coordinating, facilitating, scheduling, and documenting all project task between Corradino and the City.

Task 2 – Construction Inspection / Materials Testing

Corradino will provide construction inspection services as outlined in the following sections. Based on discussions with the City, Corradino will provide a project inspector for the project and ECS Southeast will provide a material testing technician, as requested and coordinated by Corradino or the City. Corradino will coordinate throughout the construction phase with the City and contractor. Our inspectors will not be on-site during periods when the contractor is inactive unless it is to perform special inspections or as requested by the City. The following items are provided in the Construction Inspection Task:

A. Pre-Construction Conference

Corradino will attend the Pre-Construction Conference.

B. Project Meetings

Corradino will attend project meetings as directed by the City.

C. Quality Assurance, Materials Testing for Acceptance

Corradino will assist and coordinate with ECS Southeast to provide materials testing. Materials testing will be at frequencies as defined by the City of Franklin Engineering Department and project specifications. Any certifications of material submitted by the contractor will be reviewed by the City or their designee for conformity to the Plans and Specifications.

D. Inspection of Work

Corradino's field inspection time is estimated for **24 months (Details included in Exhibit B)**
Corradino's inspection team ensures completion of the following tasks:

Scope of Work and Fee Schedule
City of Franklin Southeast Municipal Park
January 23, 2024

**THE
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GROUP**

1. Provide inspection services for conformance to Plans and Specifications for items that are being incorporated into the project. Corradino will measure and record quantities for payment and provide daily work reports to the City.
2. Prepare an accurate daily work report consisting of:
 - Project Information
 - Date and Days charged.
 - Weather, amount of precipitation(24-HR), temperature at morning (9:00AM) and afternoon (3:00PM), cloudy, clear, etc.
 - A record of the contractors on the project
 - Contractor's personnel (number and classification)
 - Equipment (number and type or size)
 - Location and work performed by each contractor or subcontractor
 - Pay Items and quantities installed during the day.
 - Events of note on the project
 - Accidents on the project and any details surrounding the accident possible.
 - Any other details that may be important later in the project life.
 - Photos of work activities.
3. Inspect erosion control items for conformance to the plans as well as effectiveness in the field.
4. Coordination with City of Franklin Engineering Department.

Scope of Work and Fee Schedule
City of Franklin Southeast Municipal Park
January 23, 2024



Exhibit B - Fee Schedule
City of Franklin Southeast Municipal Park
Construction Inspection / Materials Testing
January 23, 2024

TASK DESCRIPTION		Project Manager	Project Inspector
CONSTRUCTION INSPECTION AND MATERIALS TESTING			
Estimated on 24 months of project inspection including 12 months of materials testing			
Project Coordination / Administration		125	
Project Inspection			5500
Total CEI Service		125	5500
			5625
Direct Labor Rate / Class		\$ 200.00	\$ 145.00
Direct Labor Cost /Class		\$ 25,000.00	\$ 797,500.00
% of Total Hours		2%	98%

Estimated Project Inspection Fee:
Corradino

\$822,500.00

Estimated Materials Testing Fee:
ECS Southeast

\$172,002.50

Total of Estimated Fees:

\$994,502.50

Scope of Work and Fee Schedule
City of Franklin Southeast Municipal Park
January 23, 2024



2024																						
	Mar.		Apr.		May		Jun.		Jul.		Aug.		Sept.		Oct.		Nov.		Dec.		Total Hours	
	Wk Days	Hours	Wk Days	Hours	Wk Days	Hours	Wk Days	Hours	Wk Days	Hours	Wk Days	Hours	Wk Days	Hours	Wk Days	Hours	Wk Days	Hours	Wk Days	Hours		
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$		
Project Manager	22	220	23	230	23	230	21	210	27	270	23	230	21	210	24	240	20	200	21	210	50.00	
Project Inspector																					2200.00	

		2025																									
	Jan.	Feb.		Mar.		Apr.		May		Jun.		Jul.		Aug.		Sept.		Oct.		Nov.		Dec.		Total Hours			
		Wk Days	Hours	Wk Days	Hours	Wk Days	Hours	Wk Days	Hours	Wk Days	Hours	Wk Days	Hours	Wk Days	Hours	Wk Days	Hours	Wk Days	Hours	Wk Days	Hours	Wk Days	Hours				
		5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5		5		
		23	230	21	210	22	220	23	230	23	230	21	210	22	220	23	230	21	210	24	240	20	200		21	210	2640.00
Project Manager																											
Project Inspector																											

		2026																									
	Jan.		Feb.		Mar.		Apr.		May		Jun.		Jul.		Aug.		Sept.		Oct.		Nov.		Dec.		Total Hours		
	Wk Days	Hours	Wk Days	Hours	Wk Days	Hours	Wk Days	Hours	Wk Days	Hours	Wk Days	Hours	Wk Days	Hours	Wk Days	Hours	Wk Days	Hours	Wk Days	Hours	Wk Days	Hours	Wk Days	Hours			
	5		5		5		0		0		0		0		0		0		0		0		0			0	
	23	230	21	210	22	220	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		0	
Project Manager																									15.00		
Project Inspector																									660.00		

Scope of Work and Fee Schedule
City of Franklin Southeast Municipal Park
January 23, 2024

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FEE ESTIMATE							
CONSTRUCTION MATERIALS TESTING AND SPECIAL INSPECTION SERVICES							
Southeast Municipal Complex							
Carothers Parkway, Franklin, TN 37064							
ECS Proposal No. 26:11913							
Field Services:				Quantity		Unit Rate	Cost
Field Technician:							
Earthwork/Concrete Testing	365 visits	@	4 hours/visit	1460 hours	@	\$65.00 / hour	\$94,900.00
Daily Vehicle/ Trip:	365 visits				@	\$10.00 / r. trip	\$3,650.00
Field Services Subtotal:							\$98,550.00
Laboratory Testing:				Quantity		Unit Rate	Cost
Standard Proctor:	20 sample	@			\$185.00 / sample		\$3,700.00
Atterberg Limits:	10 sample	@			\$90.00 / sample		\$900.00
Compressive Strength of Concrete Cylinders:	70 cylinders	@			\$17.00 / cylinder		\$1,190.00
Laboratory Testing Subtotal:							\$5,790.00
Equipment Expenses:				Quantity		Unit Rate	Cost
Daily Equipment Charge	35 day(s)	@			\$30.00 / day		\$1,050.00
Nuclear Density Gauge	365 day(s)	@			\$40.00 / day		\$14,600.00
Equipment Expenses Subtotal:							\$15,650.00
Project Management/ Report Review:				Quantity		Unit Rate	Cost
Principal Engineer:	365 reports	@	0.25 hours/report	91.25 hours	@	\$225.00 / hour	\$20,531.25
Project Manager:	365 reports	@	0.50 hours/report	182.5 hours	@	\$135.00 / hour	\$24,637.50
Administrative Support:	365 reports	@	0.25 hours/report	91.25 hours	@	\$75.00 / hour	\$6,843.75
Project Management Subtotal:							\$52,012.50
ESTIMATED TOTAL COST:							\$172,002.50



File #: 21-090

DATE: April 15, 2024
TO: Capital Investment Committee
FROM: Michelle Hatcher, Director of Water Management
Brian Goodwin, Asst. Director of Water Management
Patricia McNeese, Utilities Engineer

SUBJECT:

Consideration Of DRAFT COF Contract No. 2024-0105, With Hazen And Sawyer For The Southeast Park Water Line Design In The Amount Of \$211,200

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the PSA with Hazen and Sawyer for the Southeast Park Water Line design.

BACKGROUND/STAFF COMMENTS:

The City of Franklin owns a large tract of land on the east side of I65 which is currently under construction to become the Southeast Park facility. Currently, there are no potable water lines owned by the City in this area. WMD has requested for Hazen and Sawyer to model and design the infrastructure required to supply the Southeast Park with potable water to handle the future load.

FINANCIAL IMPACT:

The cost of this project is \$211,200 and is included in the current approved budget under Water Operating. There are no grants or loans involved.

RECOMMENDATION:

Staff recommends that the PSA with Hazen and Sawyer for the Southeast Park Water Line design project in the amount of \$211,200 be recommended tot the Board of Mayor and Aldermen for approval.

**CITY OF FRANKLIN, TENNESSEE
PROFESSIONAL SERVICES AGREEMENT
COF Contract No. 2024-0105**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is by and between the City of Franklin, Tennessee, hereinafter referenced as City, and **HAZEN AND SAWYER** hereinafter referenced as Consultant, who mutually agree as follows:

DECLARATIONS. City desires to retain Consultant to provide engineering, related technical, and other services in connection with City's project hereinafter referenced as Project. The Project is described as follows:

SOUTHEAST PARK WATER LINE DESIGN

1. SCOPE OF SERVICES. Consultant shall provide engineering related technical services and /or construction engineering and inspection services, and/or survey services/ and or appraisal services for the Project in accordance with the Scope of Services (Services) as found in Attachment A which shall be considered as an integral part hereof.
2. Consultant shall submit as a part of Attachment A an individual Fee Schedule and a Completion Schedule for the Project based on the detailed Scope of Services.
3. In event of a conflict between this Agreement and the attached document(s), this Agreement shall supersede conflicting terms and conditions.
4. Consultant shall be paid on a monthly basis for work performed based on the Fee Schedule as contained in Attachment A in the Amount of **Two Hundred Eleven Thousand Two Hundred and No/100 Dollars** (\$211,200.00).

The Board of Mayor and Aldermen Approved this Agreement on the _____ Day of _____ 202__.

TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

ARTICLE 1. SERVICES. Consultant will:

- 1.1 Act for City in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with standards of competent consultants using the standards in the industry:
- 1.2 Consider all reports to be confidential and distribute copies of the same only to those persons specifically designated by the City.
- 1.3 Perform all services under the general direction of a senior professional employee, licensed and/or registered in the State of Tennessee, when appropriate.
- 1.4 Designate, in writing, the sole Project representative to coordinate with City the Services to be provided, including all contact information.
- 1.5 Unless provided for in the Project Scope of Services (Attachment A), Consultant shall perform all Services with his own forces (employees). Should sub-consultants be proposed to be used in the Project, a listing of said sub-consultants with Services to be performed shall be provided. After approval of this Agreement, no substitute for sub-consultants shall be allowed unless approved by City.
- 1.6 Retain pertinent records relating to the services performed for a period of seven (7) years following the completion of the work; during this period the records shall be available for review by City at all reasonable times.

ARTICLE 2. CITY'S RESPONSIBILITIES. City, or its authorized representative, will:

- 2.1 Provide Consultant with all information regarding the Project, which is available to, or reasonably obtainable by, the City.
- 2.2 Furnish right-of-entry onto the Project site for Consultant's necessary field studies and surveys. Consultant will endeavor to restore the site to its original condition and shall remain solely liable for all damages, costs and expenses, including reasonable attorneys' fees, for failure to make such restoration.
- 2.3 Designate, in writing, the sole Project representative to coordinate with and direct the Consultant, including all contact information.
- 2.4 Guarantee to Consultant that it has the legal capacity to enter into this contract and that sufficient monies are available to fund Consultant's compensation.

ARTICLE 3. GENERAL CONDITIONS.

- 3.1 Consultant, by the performance of services covered hereunder, does not in any way assume, abridge or abrogate any of those duties, responsibilities or authorities customarily vested in other professionals or agencies participating in the Project.

- 3.2 Consultant shall be responsible for the acts or omissions of any party involved in concurrent or subsequent phases of the Project acting upon written instruction issued by the Consultant.
- 3.3 Neither City nor Consultant may assign or transfer its duties or interest in this Agreement without written consent of the other party.
- 3.4 **ALLOCATION OF RISK AND LIABILITY; GENERAL.** Considering the potential liabilities that may exist during the performance of the services of this Agreement, the relative benefits and risks of the Project, and the Consultant's fee for the services rendered, and in consideration of the promises contained in this Agreement, the City and the Consultant agree to allocate and limit such liabilities in accordance with this Article.
- 3.5 **INDEMNIFICATION.** Consultant agrees to indemnify and hold City harmless from and against legal liability for all judgments, losses, damages, and expenses to the extent such judgments, losses, damages, or expenses are caused by Consultant's negligent act, error or omission in the performance of the services of this Agreement. In the event judgments, losses, damages, or expenses are caused by the joint or concurrent negligence of Consultant and City, they shall be borne by each party in proportion to its own negligence.
- 3.5.1 **SURVIVAL.** The terms and conditions of this paragraph shall survive completion of this services agreement.
- 3.6 **LIMITATIONS OF RESPONSIBILITY.** Consultant shall not be responsible for (a) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project unless specifically undertaken in Attachment A, Scope of Services ; (b) the failure of any contractor, subcontractor, Consultant, or other Project participant, not under contract to Consultant, to fulfill contractual responsibilities to City or to comply with federal, state, or local laws, regulations, and codes; or (c) procuring permits, certificates, and licenses required for any construction unless such procurement responsibilities are specifically assigned to Consultant in Attachment A, Scope of Services.

ARTICLE 4. TERMINATION BY THE CITY. The City may terminate this Agreement in accordance with the following terms and conditions:

- 4.1 **Termination for Convenience.** The City may, when in the interests of the City, terminate performance under this Agreement with the Consultant, in whole or in part, for the convenience of the City. The City shall give written notice of such termination to the Consultant specifying when termination becomes effective. The Consultant shall incur no further obligations in connection with the work so terminated, other than warranties and guarantees for completed work and installed equipment, and the Consultant shall stop work when such termination becomes

effective. The Consultant shall also terminate outstanding orders and subcontracts for the affected work. The Consultant shall settle the liabilities and claims arising out of the termination of subcontracts and orders. The City may direct the Consultant to assign the Consultant's right, title and interest under termination orders or subcontracts to the City or its designee. The Consultant shall transfer title and deliver to the City such completed or partially completed work and materials, equipment, parts, fixtures, information and Contract rights as the Consultant has in its possession or control. When terminated for convenience, the Consultant shall be compensated as follows:

- (1) The Consultant shall submit a termination claim to the City specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the City. If the Consultant fails to file a termination claim within one (1) year from the effective date of termination, the City shall pay the Consultant the amount the City deems the Consultant is due.
- (2) The City and the Consultant may agree to the compensation, if any, due to the Consultant hereunder.
- (3) Absent agreement to the amount due to the Consultant, the City shall pay the Consultant the following amounts:
 - (a) Contract costs for labor, materials, equipment and other services accepted under this Agreement;
 - (b) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the work, and in terminating the Consultant's performance, plus a fair and reasonable allowance for direct job site overhead and earned profit thereon (such profit shall not include anticipated profit or consequential damages); provided however, that if it reasonably appears that the Consultant would have not profited or would have sustained a loss if the entire Agreement would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;

The total sum to be paid the Consultant under this Section shall not exceed the total Agreement Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

- 4.2 Termination for Cause. If the Consultant does not perform the work, or any part thereof, in a timely manner, supply adequate labor, supervisory personnel or proper equipment or materials, or if it fails to timely discharge its obligations for labor, equipment and materials, or proceeds to disobey applicable law, or otherwise commits a violation of a material provision of this Agreement, then the City, in addition to any other rights it may have against the Consultant or others, may terminate the performance of the Consultant, in whole or in part at the City's sole option, and assume possession of the Project Plans and materials and may complete the work.

In such case, the Consultant shall not be paid further until the work is complete. After Completion has been achieved, if any portion of the Contract Price, as it may be modified hereunder, remains after the cost to the City of completing the work, including all costs and expenses of every nature incurred, has been deducted by the City, such remainder shall belong to the Consultant. Otherwise, the Consultant shall pay and make whole the City for such cost. This obligation for payment shall survive the termination of the Agreement.

In the event the employment of the Consultant is terminated by the City for cause pursuant to this Section and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under this Section and the provisions of Section 4.1 shall apply.

- 4.3 Termination for Non-Appropriation. The City may also terminate this Agreement, in whole or in part, for non-appropriation of sufficient funds to complete or partially complete the Project, regardless of the source of such funds, and such termination shall be on the terms of Section 4.1.
- 4.4 The City's rights under this Section shall be in addition to those contained elsewhere herein or provided by law.

ARTICLE 5. SCOPE OF SERVICES. Consultant shall provide the Services as described in Attachment A, Scope of Services.

- 5.1 By mutual agreement, this Agreement and scope can be amended by the parties. The scope and fee for any additional tasks or services under such amendment shall be mutually negotiated and agreed to in writing prior to beginning such additional tasks or services.

5.2 ENVIRONMENTAL RESPONSIBILITY.

Where drilling/sampling services are involved, the samples obtained from the Project site are the property of the City. Should any of these samples be recognized by the Consultant to be contaminated, the City shall remove them from the Consultant's custody and transport them to a disposal site, all in accordance with applicable government statutes, ordinances, and regulations. For all other samples, the Consultant shall retain them for a sixty (60)-day period following the submission of the drilling/sampling report unless the City directs otherwise; thereafter, the Consultant shall discard the samples in accordance with all federal, state and local laws.

ARTICLE 6. SCHEDULE.

- 6.1 **TIME OF THE ESSENCE.** The parties agree that time is of the essence with respect to the parties' performance of all provisions of the Agreement.
- 6.2 Before executing this Agreement, the Consultant shall have prepared and submitted for approval to the City a Completion Schedule for the Project with milestones for the various stages (tasks) of the Services as outlined in the Scope of Services. The Consultant shall submit and obtain the City's approval for any proposed changes to the logic, durations, sequences, or timing of tasks as approved in the Completion Schedule.
- 6.3 **FORCE MAJEURE.** Neither party will be liable to the other for any delay or failure to perform any of the services or obligations set forth in this Agreement due to causes beyond its reasonable control, and performance times will be considered extended for a period of time equivalent to the time lost because of such delay plus a reasonable period of time to allow the parties to recommence performance of their respective obligations hereunder. Should a circumstance of force majeure last more than ninety (90) days, either party may by written notice to the other terminate this Agreement. The term "force majeure" as used herein shall mean the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States or of the State or any of their departments, agencies or officials, or any civil or military authority; insurrections, riots, landslides, earthquakes, fires, storms, tornadoes, droughts, floods, explosions, breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of either party.
- 6.4 Should City request changes in the scope, extent, or character of the Project, the fee and the time of performance of Consultant's Services as indicated in Attachment A shall be adjusted equitably.

ARTICLE 7. USE OF DOCUMENTS, DATA.

7.1 All Documents, including, but not limited to, reports, drawings, specifications, and computer software prepared by Consultant pursuant to this Agreement are instruments of service in respect to the Project. Consultant shall retain an ownership and property interest therein (including the right of reuse at the discretion of the Consultant) whether or not the Project is completed.

7.1.1 **USE OF DATA SYSTEMS:** Ownership, property interests and proprietary rights in data systems used by Consultant do not extend to the data created by or supplied to Consultant by the City; all rights to that data (including derivative or hidden data such as metadata) shall vest solely in City at the moment of creation.

7.1.2 **DISCLOSURE OF DOCUMENTS/DATA.** City may be required to disclose documents or data under state or federal law. City shall notify Consultant if a request for data or documents has been made and shall give Consultant a reasonable opportunity under the circumstances to respond to the request by redacting proprietary or other confidential information. Consultant waives any right to confidentiality of any document, e-mail or file it fails to clearly mark on each page as confidential or proprietary. In exchange, Consultant agrees to indemnify, defend, and hold harmless City for any claims by third parties relating thereto or arising out of (i) the City's failure to disclose such documents or information required to be disclosed by law, or (ii) the City's release of documents as a result of City's reliance upon Consultant representation that materials supplied by Consultant (in full or redacted form) do not contain trade secrets or proprietary information, provided that the City impleads Consultant and Consultant assumes control over that claim.

7.2 By execution of this Agreement, Consultant and his sub-consultant(s) grant the City a royalty-free, perpetual, irrevocable, and assignable license to use any and all intellectual property interest Consultant or his sub-consultant(s) possess to any drawings, details, specifications, documents, and other information created before each of their first involvement with the Project and subsequently incorporated into the Project's documents. City-furnished data that may be relied upon by Consultant is limited to the printed copies that are delivered to the Consultant pursuant to Article 2 of this Agreement. Any copyrighted electronic files furnished by City shall be used by Consultant only for the Project as described herein. City's posting or publication of such documents created by Consultant for City shall constitute fair use and shall not constitute an infringement of Consultant's copyright, if any.

- 7.3 Documents that may be relied upon by City are limited to the printed copies (also known as hard copies) that are signed or sealed by the Consultant. Files in electronic media format of text, data, graphics, or of other types that are furnished by Consultant to City are only for convenience of City, unless the delivery of the Project in electronic media format has been dictated in Attachment A, Scope of Services. Any conclusion or information obtained or derived from electronic files provided for convenience will be at the user's sole risk.
- 7.4 Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within sixty (60) days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. Unless stated otherwise herein, Consultant shall not be responsible to maintain documents stored in electronic media format after acceptance by City.
- 7.5 When transferring documents in electronic media format, Consultant makes no representations as to long term compatibility, usability, or readability, of documents resulting from the use of software application packages, operating systems, or computer hardware differing from that as required of, and used by, Consultant at the beginning of this Project.
- 7.6 City may make and retain copies of Documents for information and reference in connection with use on the Project by the City, or his authorized representative. Such Documents are not intended or represented to be suitable for reuse by City or others on extensions of the Project or on any other project. Any such reuse or modifications without written verification or adaptation by Consultant, as appropriate for the specific purpose intended, will be at City's sole risk and without liability or legal exposure to the Consultant or to Consultant's sub-consultants.
- 7.7 If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- 7.8 Any verification or adaptation of the Documents for extensions of the Project or for any other project will entitle Consultant to further compensation at rates to be agreed upon by City and Consultant.

ARTICLE 8. INSURANCE.

- 8.1 During the performance of the Services under this Agreement, Consultant shall maintain the following minimum insurance:
- a) General Liability Insurance with a combined single limit of \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
 - b) Automobile Liability Insurance with a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.

- c) Workers' Compensation Insurance Coverage A in accordance with statutory requirements and Coverage B, Employer's Liability Insurance, with a limit of \$500,000 for each occurrence.
 - d) Professional Liability Insurance with a limit of \$1,000,000 annual aggregate.
- 8.2 Consultant shall add the City an additional insured on all policies unless otherwise prohibited.
- 8.3 Consultant shall, upon execution of this Agreement, furnish City certificates of insurance, which shall include a provision that such insurance shall not be canceled without at least thirty (30) days' written notice to City.
- 8.4 No insurance, of whatever kind or type is to be considered as in any way limiting other parties' responsibility for damages resulting from their activities in the execution of the Project. City agrees to include, or cause to be included, in the Project's construction contract, such requirements for insurance coverage and performance bonds by the Project's construction contractor as City deems adequate to indemnify City, Consultant, and other concerned parties against claims for damages and to insure compliance of work performance and materials with Project requirements.

ARTICLE 9. PAYMENT.

- 9.1 City will pay Consultant for services and expenses in accordance with the Fee Schedule proposal submitted for the Project as part of the Scope of Services. Consultant's invoices will be presented at the completion of the work or monthly and will be payable upon receipt. Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. City shall give prompt written notice of any disputed amount and shall pay the remaining amount.
- 9.2 Consultant shall be paid in full for all services under this Agreement, including City authorized overruns of the Project budget or unforeseen need for Consultant's services exceeding the original Scope of Services.
- 9.3 **TRAVEL; EXPENSES**
City shall reimburse reasonable expenses, including travel and meals, when specified in the Scope of Services, but only in accordance with the City's Travel and Expense Policy and Procedures Manual. The maximum amount will be applied as of the date of travel and as listed in the per diem reimbursement rates on the "CONUS" website developed by the United States General Services Administration, located at www.gsa.gov [click on 'per diem rates' under the 'etools' category].

ARTICLE 10. MISCELLANEOUS PROVISIONS

- 10.1 **EQUAL EMPLOYMENT OPPORTUNITY.** In connection with this Agreement and the Project, City and Consultant shall not discriminate against any employee or applicant for employment because of race, color, sex, national origin, disability or marital status. City and Consultant will take affirmative action to ensure that the contractor used for the Project does not discriminate against any employee and employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 10.1.1 Consultant shall insert the foregoing provision in all contracts relating to this Project.
- 10.2 **TITLE VI – CIVIL RIGHTS ACT OF 1964.** City and Consultant shall comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), 49 C.F.R., Part 21, and related statutes and regulations.
- 10.2.1 Consultant shall insert the foregoing provision in all contracts relating to this Project.
- 10.3 **NO THIRD PARTY RIGHTS CREATED.** City and Consultant each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners, to the other party to this Agreement and to their successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement. The Services provided for in this Agreement are for the sole use and benefit of City and Consultant. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Consultant.
- 10.4 **WARRANTIES/LIMITATION OF LIABILITY/WAIVER.** City reserves all rights afforded to local governments under law for all general and implied warranties. City does not waive any rights it may have to all remedies provided by law and therefore any attempt by Consultant to limit its liability shall be void and unenforceable.
- 10.5 **IRAN DIVESTMENT ACT** By 1) entering into this Agreement and/or by 2) submission of a bid or proposal to the City of Franklin, the Consultant and each person signing on behalf of any Consultant, certifies, and in the case of a joint bid or proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that neither they, nor any assignee of the resulting contract, is on the list created pursuant to T.C.A. § 12-12-106. The Consultant further certifies that it shall not utilize any

subcontractor/subconsultant identified on the list created pursuant to T.C.A. § 12-12-106.

- 10.6 **NON-BOYCOTT OF ISRAEL** Except for any contract with a total potential value of less than \$250,000, each consultant, except those with fewer than ten employees, and each person signing on behalf of any such consultant, by entering into this agreement certifies, under penalty of perjury, that, to the best of its knowledge and belief, such consultant is not currently engaged in, and will not, for the duration of any such contract, engage in, a boycott of Israel, as that term is defined in Tenn. Code Ann. § 12-4-119.

ARTICLE 11. EXTENT OF AGREEMENT:

- 11.1 **APPLICABLE LAW/CHOICE OF FORUM AND VENUE.** This Agreement is made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to that state's choice of law rules. The parties' choice of forum and venue shall be exclusively in the courts of Williamson County, Tennessee. Any provision of this Agreement held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force.
- 11.2 **ENTIRE AGREEMENT.** This Agreement, including these terms and conditions, represent the entire Agreement between City and Consultant for this Project and supersedes all prior negotiations, representations or agreements, written or oral. This Agreement may be amended only by written instrument signed by City and Consultant.

ARTICLE 12. DISPUTE RESOLUTION, BREACH.

- 12.1 If a dispute should arise relating to the performance of or payment for the Services under this Agreement, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder. No arbitration or mediation shall be required as a condition precedent to filing any legal claim arising out of or relating to this Agreement. No arbitration or mediation shall be binding.
- 12.2 **BREACH.** Upon deliberate breach of the Agreement by either party, the non-breaching party shall be entitled to terminate the Agreement with notice, with all of the remedies it would have in the event of termination, and may also have such other remedies as it may be entitled to in law or in equity.

ARTICLE 13. SURVIVAL.

The provisions contained in this Professional Services Agreement shall survive the completion of or any termination of the Agreement, contract or other document to which it may accompany or incorporate by

reference or which subsequently may be modified, unless expressly excepted from this Article upon consent of both parties.

BY: _____
Consultant's Signature
TITLE: _____
Date: _____

BY: _____
Dr. Ken Moore
Mayor
Date: _____

Approved as to Form:

J. Blake Harper, Staff Attorney



April 8, 2024

Brian Goodwin, P.E.
Assistant Director
City of Franklin – Water Management Department
124 Lumber Drive
Franklin, TN, 37064

Re: Proposal for Design Services – Southeast Park Water Improvements

Dear Brian:

Hazen is pleased to submit this proposal to provide engineering design services for the above-referenced project. It is based on the recommendations from our recent model evaluation and described more fully below.

Project Background

The Water Management Department (WMD) requested Hazen perform a modeling evaluation to determine the recommended means to provide potable water to Southeast Park (SE Park), which is scheduled to be built sometime in the near future. The result of the evaluation was a recommendation to supply SE Park from the Main Pressure Zone by a secondary connection to the Goose Creek Pressure Zone. Figure 1 shows the location of Southeast Park along with recommended improvements from the evaluation.

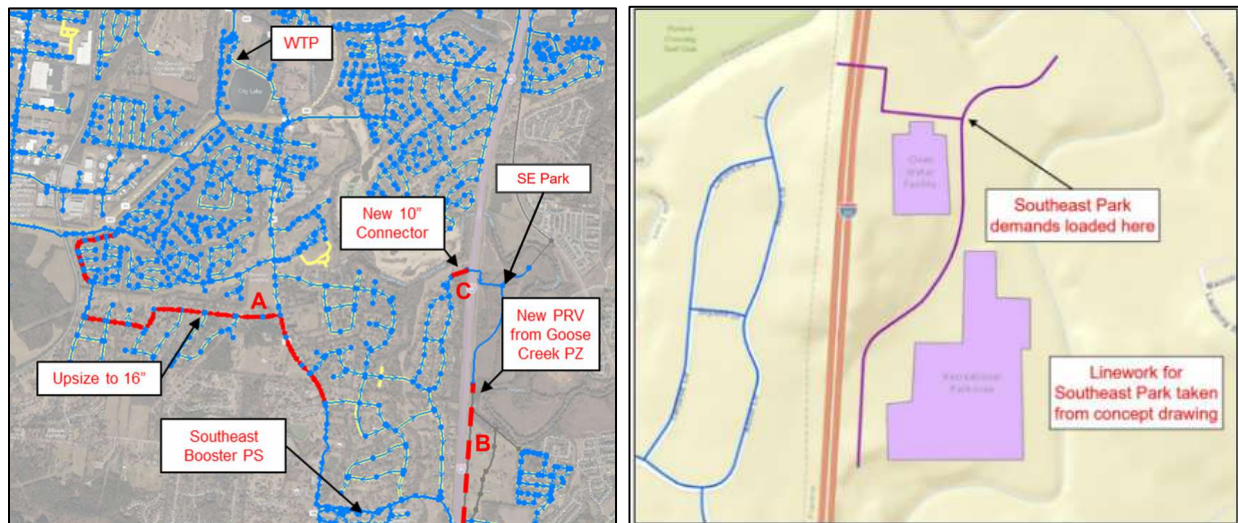


Figure 1: Recommended Improvements for Southeast Park

As shown on the left side of Figure 1, there are three recommended improvements labeled as **A**, **B** and **C**. Table 1 gives more detail for each improvement.

Table 1: Recommended Improvement Descriptions

Improvement ID	Improvement Description
A	Upsizing 11,920 LF of existing water main to 16-inch diameter in the Main Pressure Zone from Mack Hatcher and extending down Lewisburg Pike to Ellington Drive for increased conveyance to the Southeast Booster PS and Southeast Park.
B	For the secondary connection to Goose Creek, installation of 4,230 LF of new 10-inch water main from Long Lane with a pressure-reducing valve.
C	500 LF of new water main from the dead end of Ascot Lane to connect to the western side of the Interstate crossing.

It is assumed that the improvements of Southeast Park itself (shown on right side of Figure 1) are to be designed and built by others. A key assumption of this proposal is that the boring and waterline crossing under I-65 would be designed by others as part of the park project.

Project Approach

The first priority is to provide improvements required to supply the recreational park, and only Improvement B is required to meet these demands. Therefore, the proposed scope of work only includes design and bidding phase services for Improvement B.

Improvements A and C are required to meet the additional demands created by the new CWF and are not as urgent at this time. Therefore, design and bidding for Improvements A and C will be added in a subsequent phase of the project.

Scope of Services

Preliminary Design

Survey and Route Evaluation

The general route of Improvement B is understood to be along the eastern side of the TVA easement alongside I-65. Hazen will obtain the services of a professional licensed surveyor to conduct site topographic and planimetric survey of the general route identified for Improvement B. Survey will include the incorporation of field survey, LIDAR, and record drawings to locate all structures, foundations, roadways, sidewalks, fences, etc. pertaining to design. Hazen will develop a Survey and Route Evaluation TM as part of preliminary design.

30% Submittal

Hazen will submit the Survey and Route TM along with drawings electronically in pdf format for review by WMD. The following items shall be included in the 30% submittal:

- Survey and Route Evaluation TM for Improvement B only
- Aerial and GIS basemap with parcel data
- Project corridor delineation
- Watermain alignment
- Utility One-Call location
- Field review
- Assessment of public right of way and property

A review meeting shall be conducted between Hazen and WMD to discuss the submittal and allow WMD the opportunity to provide comments. After the meeting, Hazen will incorporate the 30% review comments, continue the design, and prepare 90% submittal documents for the next meeting.

Detailed Design

90% Submittal

Hazen will submit drawings electronically in pdf format for review by WMD. Items that shall be included in the 90% submittal are as follows:

- Complete topographic survey including property and utilities
- Graphical depictions of required easements/acquisition
- Record drawing information obtained from pertinent utilities
- Plan and profile design drawings
- Detail drawings
- General and Construction notes
- Project Manual with contractual and technical specifications
- Construction quantities
- Hydraulic calculations for waterline improvements as required by TDEC
- TDEC NPDES and Engineering review

After WMD has reviewed the 90% submittal, a review meeting shall be conducted between Hazen and WMD to discuss the submittal and allow WMD the opportunity to provide comments. Hazen shall conduct the meeting and provide materials for discussion and document the meeting.

100% Submittal

Hazen will submit drawings electronically in pdf format incorporating the 90% review comments for review by WMD. Items that shall be included in the 100% submittal are as follows:

- Full sized stamped drawings (electronic)
- Bound and stamped Project Manual (electronic)
- Completed TDEC permit applications

- Electronic spreadsheet containing project quantities by plan sheet
- Easement descriptions and exhibits as applicable
- Stakeout data for project

Easement Exhibits

Hazen, via a sub-consultant, will prepare and provide the following information to WMD for each easement in electronic format:

- Name, address, telephone, and deed book/page of the affected property owner(s)
- Legal description for each parcel
- Map exhibit

A total of two (2) easements are anticipated for Improvement B. Easement negotiation shall be performed by the City.

Permitting Assistance

Hazen will submit required documents to state and local agencies for approval as needed to acquire necessary permits for construction. Hazen will coordinate with each permitting agency in advance of the permit preparation process and part of the design. Prior to submission to appropriate agencies Hazen will submit each package to WMD for review, fees, and signatures. Hazen will maintain communication with each agency and track the submittal process. WMD shall receive one stamped approved set.

Fee and Schedule

Southeast Park Water Supply Improvements Phase 1 (Improvement B including Survey and Route Evaluation TM)

Hazen estimates a total cost of **\$211,200** to complete over a period of **6** months. A breakdown of this estimate is provided on the following page.

Please feel free to contact me if you have any questions. As always, we appreciate the opportunity to work with Franklin's Water Management Department.

Sincerely,



Scott Woodard, PE
Vice President

Cost Breakdown and Fee Schedule for Improvement B

Hazen and Sawyer Scope and Fee	Vice President	Senior Associate	Associate	Sr. Principal Engineer	Principal Engineer	Engineer	Asst. Engineer	Sr. Hydraulic Modeler	Principal Designer	Designer	Construction Manager	Field Inspector	Administrative Assistant	Intern / Co-op	Task Hours	Task Labor Fee	Sub and ODCs	Task Fee
	\$282.00	\$255.00	\$231.00	\$187.00	\$161.00	\$148.00	\$143.00	\$209.00	\$165.00	\$124.00	\$195.00	\$150.00	\$114.00	\$78.00				
Phase 1 - Improvement B																		
Survey and Route Evaluation for All Improvement Areas																		
Route Study TM		16	32					8							56	\$13,144		\$13,144
Route Review workshop with WMD		4	8					8							20	\$4,540		\$4,540
Review available record drawings and relay information to surveyor		4	16					4							24	\$5,552		\$5,552
Coordinate with surveyor		16													16	\$4,080	\$25,000	\$29,080
Sub-Total		40	56					20							116	\$27,316	\$25,000	\$52,316
Design																		
30% Preliminary Design																		
Set up design drawings with with complete survey, (1"=20' horiz, 1"=2' vert), and background aerial		4	8						16						28	\$5,508		\$5,508
Add 16" watermain route selected in workshop to drawings		4	8						8						20	\$4,188		\$4,188
Develop 30% design drawings (1"=20' horiz, 1"=2' vert)		8	24					8	40						80	\$15,856		\$15,856
Outline Specifications		4	8												12	\$2,868		\$2,868
QC Review		8													8	\$2,040		\$2,040
Attend 30% review meeting		4	4					4							12	\$2,780		\$2,780
90% Detailed Design																		
Incorporate 30% review comments and continue design		16	24												40	\$9,624		\$9,624
Develop 90% design drawings to incorporate 30% comments, finalize plan/profile, construction notes, details, depict permanent and temp easements, cover, general notes, vicinity map		16	24					8	40						88	\$17,896		\$17,896
Updated specifications		8	24						24						56	\$11,544		\$11,544
Prepare permit documents and submit to TDEC and TDOT for review		4	24												28	\$6,564		\$6,564
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100% Final Design Package																		
Incorporate 90% review comments and continue design		16	24					8							48	\$11,296		\$11,296
Finalize drawings and specifications		16	24						24						64	\$13,584	\$	13,584
QC Review		8													8	\$2,040		\$2,040
Easement descriptions and exhibits		4	24												28	\$6,564	\$	6,564
Sub-Total		136	248					32	152						568	\$123,736		\$123,736
Procurement																		
Conduct Pre-Bid meeting		4	4					4							12	\$2,780		\$2,780
Work with WMD to answer questions from bidders and issue addenda		8	24												32	\$7,584		\$7,584
Assist WMD with bidder award recommendation		8	16												24	\$5,736		\$5,736
Sub-Total		20	44					4							68	\$16,100		\$16,100
Project Management																		
Coordination, management of schedule and budget	8							80							88	\$18,976		\$18,976
Sub-Total	8							80							88	\$18,976		\$18,976
Total Phase 1 Design	8	156	292					116	152						724	\$158,812		\$158,812
Total Phase 1 including Survey and Route Evaluation TM	8	196	348					136	152						840	\$186,128	\$25,000	\$211,128

April 8, 2024

Brian Goodwin, P.E.
Assistant Director
City of Franklin – Water Management Department
124 Lumber Drive
Franklin, TN, 37064

Re: Proposal for Design Services – Southeast Park Water Improvements

Dear Brian:

Hazen is pleased to submit this proposal to provide engineering design services for the above-referenced project. It is based on the recommendations from our recent model evaluation and described more fully below.

Project Background

The Water Management Department (WMD) requested Hazen perform a modeling evaluation to determine the recommended means to provide potable water to Southeast Park (SE Park), which is scheduled to be built sometime in the near future. The result of the evaluation was a recommendation to supply SE Park from the Main Pressure Zone by a secondary connection to the Goose Creek Pressure Zone. Figure 1 shows the location of Southeast Park along with recommended improvements from the evaluation.

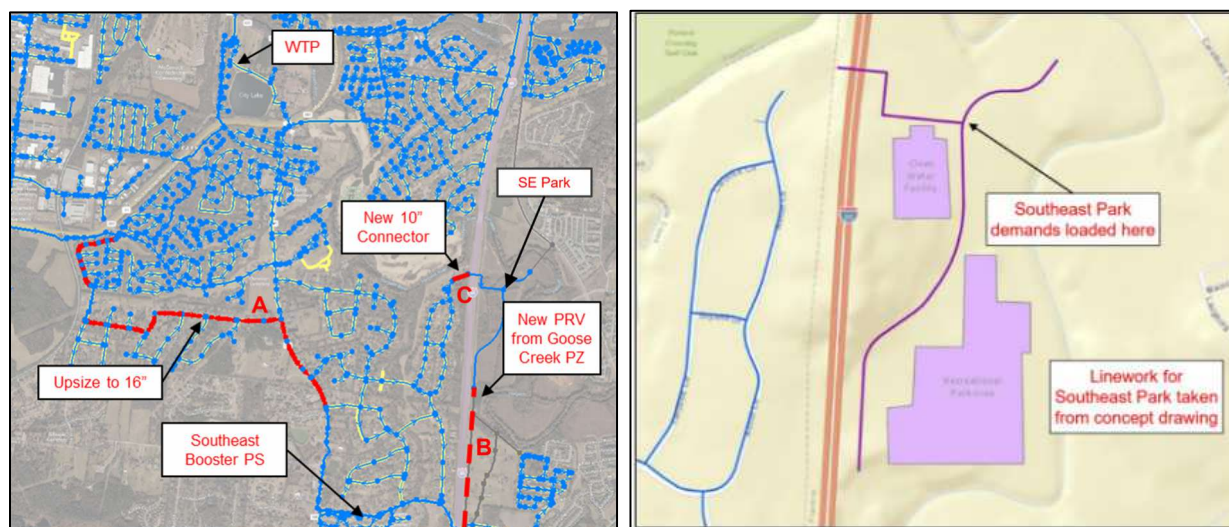


Figure 1: Recommended Improvements for Southeast Park

As shown on the left side of Figure 1, there are three recommended improvements labeled as **A**, **B** and **C**. Table 1 gives more detail for each improvement.

Table 1: Recommended Improvement Descriptions

Improvement ID	Improvement Description
A	Upsizing 11,920 LF of existing water main to 16-inch diameter in the Main Pressure Zone from Mack Hatcher and extending down Lewisburg Pike to Ellington Drive for increased conveyance to the Southeast Booster PS and Southeast Park.
B	For the secondary connection to Goose Creek, installation of 4,230 LF of new 10-inch water main from Long Lane with a pressure-reducing valve.
C	500 LF of new water main from the dead end of Ascot Lane to connect to the western side of the Interstate crossing.

It is assumed that the improvements of Southeast Park itself (shown on right side of Figure 1) are to be designed and built by others. A key assumption of this proposal is that the boring and waterline crossing under I-65 would be designed by others as part of the park project.

Project Approach

The first priority is to provide improvements required to supply the recreational park, and only Improvement B is required to meet these demands. Therefore, the proposed scope of work only includes design and bidding phase services for Improvement B.

Improvements A and C are required to meet the additional demands created by the new CWF and are not as urgent at this time. Therefore, design and bidding for Improvements A and C will be added in a subsequent phase of the project.

Scope of Services

Preliminary Design

Survey and Route Evaluation

The general route of Improvement B is understood to be along the eastern side of the TVA easement alongside I-65. Hazen will obtain the services of a professional licensed surveyor to conduct site topographic and planimetric survey of the general route identified for Improvement B. Survey will include the incorporation of field survey, LIDAR, and record drawings to locate all structures, foundations, roadways, sidewalks, fences, etc. pertaining to design. Hazen will develop a Survey and Route Evaluation TM as part of preliminary design.

30% Submittal

Hazen will submit the Survey and Route TM along with drawings electronically in pdf format for review by WMD. The following items shall be included in the 30% submittal:

- Survey and Route Evaluation TM for Improvement B only
- Aerial and GIS basemap with parcel data
- Project corridor delineation
- Watermain alignment
- Utility One-Call location
- Field review
- Assessment of public right of way and property

A review meeting shall be conducted between Hazen and WMD to discuss the submittal and allow WMD the opportunity to provide comments. After the meeting, Hazen will incorporate the 30% review comments, continue the design, and prepare 90% submittal documents for the next meeting.

Detailed Design

90% Submittal

Hazen will submit drawings electronically in pdf format for review by WMD. Items that shall be included in the 90% submittal are as follows:

- Complete topographic survey including property and utilities
- Graphical depictions of required easements/acquisition
- Record drawing information obtained from pertinent utilities
- Plan and profile design drawings
- Detail drawings
- General and Construction notes
- Project Manual with contractual and technical specifications
- Construction quantities
- Hydraulic calculations for waterline improvements as required by TDEC
- TDEC NPDES and Engineering review

After WMD has reviewed the 90% submittal, a review meeting shall be conducted between Hazen and WMD to discuss the submittal and allow WMD the opportunity to provide comments. Hazen shall conduct the meeting and provide materials for discussion and document the meeting.

100% Submittal

Hazen will submit drawings electronically in pdf format incorporating the 90% review comments for review by WMD. Items that shall be included in the 100% submittal are as follows:

- Full sized stamped drawings (electronic)
- Bound and stamped Project Manual (electronic)
- Completed TDEC permit applications

- Electronic spreadsheet containing project quantities by plan sheet
- Easement descriptions and exhibits as applicable
- Stakeout data for project

Easement Exhibits

Hazen, via a sub-consultant, will prepare and provide the following information to WMD for each easement in electronic format:

- Name, address, telephone, and deed book/page of the affected property owner(s)
- Legal description for each parcel
- Map exhibit

A total of two (2) easements are anticipated for Improvement B. Easement negotiation shall be performed by the City.

Permitting Assistance

Hazen will submit required documents to state and local agencies for approval as needed to acquire necessary permits for construction. Hazen will coordinate with each permitting agency in advance of the permit preparation process and part of the design. Prior to submission to appropriate agencies Hazen will submit each package to WMD for review, fees, and signatures. Hazen will maintain communication with each agency and track the submittal process. WMD shall receive one stamped approved set.

Fee and Schedule

Southeast Park Water Supply Improvements Phase 1 (Improvement B including Survey and Route Evaluation TM)

Hazen estimates a total cost of **\$211,200** to complete over a period of **6** months. A breakdown of this estimate is provided on the following page.

Please feel free to contact me if you have any questions. As always, we appreciate the opportunity to work with Franklin's Water Management Department.

Sincerely,



Scott Woodard, PE
Vice President

Cost Breakdown and Fee Schedule for Improvement B

Hazen and Sawyer Scope and Fee	Vice President	Senior Associate	Associate	Sr. Principal Engineer	Principal Engineer	Engineer	Asst. Engineer	Sr. Hydraulic Modeler	Principal Designer	Designer	Construction Manager	Field Inspector	Administrative Assistant	Intern / Co-op	Task Hours	Task Labor Fee	Sub and ODCs	Task Fee
	\$282.00	\$255.00	\$231.00	\$187.00	\$161.00	\$148.00	\$143.00	\$209.00	\$165.00	\$124.00	\$195.00	\$150.00	\$114.00	\$78.00				
Phase 1 - Improvement B																		
Survey and Route Evaluation for All Improvement Areas																		
Route Study TM		16	32					8							56	\$13,144		\$13,144
Route Review workshop with WMD		4	8					8							20	\$4,540		\$4,540
Review available record drawings and relay information to surveyor		4	16					4							24	\$5,552		\$5,552
Coordinate with surveyor		16													16	\$4,080	\$25,000	\$29,080
Sub-Total		40	56					20							116	\$27,316	\$25,000	\$52,316
Design																		
30% Preliminary Design																		
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File #: 21-096

DATE: April 17, 2024
TO: Capital Investment Committee
FROM: Paul Holzen, Director of Engineering
Jonathan Marston, Asst. Director of Engineering

SUBJECT:

Capital Projects Dashboard And Status Updates For April 2024

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the status of some of the City's transportation, stormwater, and parks capital projects.

BACKGROUND/STAFF COMMENTS:

To access the live dashboard for the City of Franklin Capital Investment Projects, please go to the following City webpage:

[COF Dashboard Link](#)

Manually locate the dashboard following the instructions below:

Go to the City of Franklin's main website at: <https://www.franklintn.gov/>,
Hover your cursor over "**Our City**" or "**Business**",
Click on "[City Projects](#)",
Click on "[Capital Projects Dashboard](#)".

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

None

City of Franklin Capital Investment Projects Dashboard

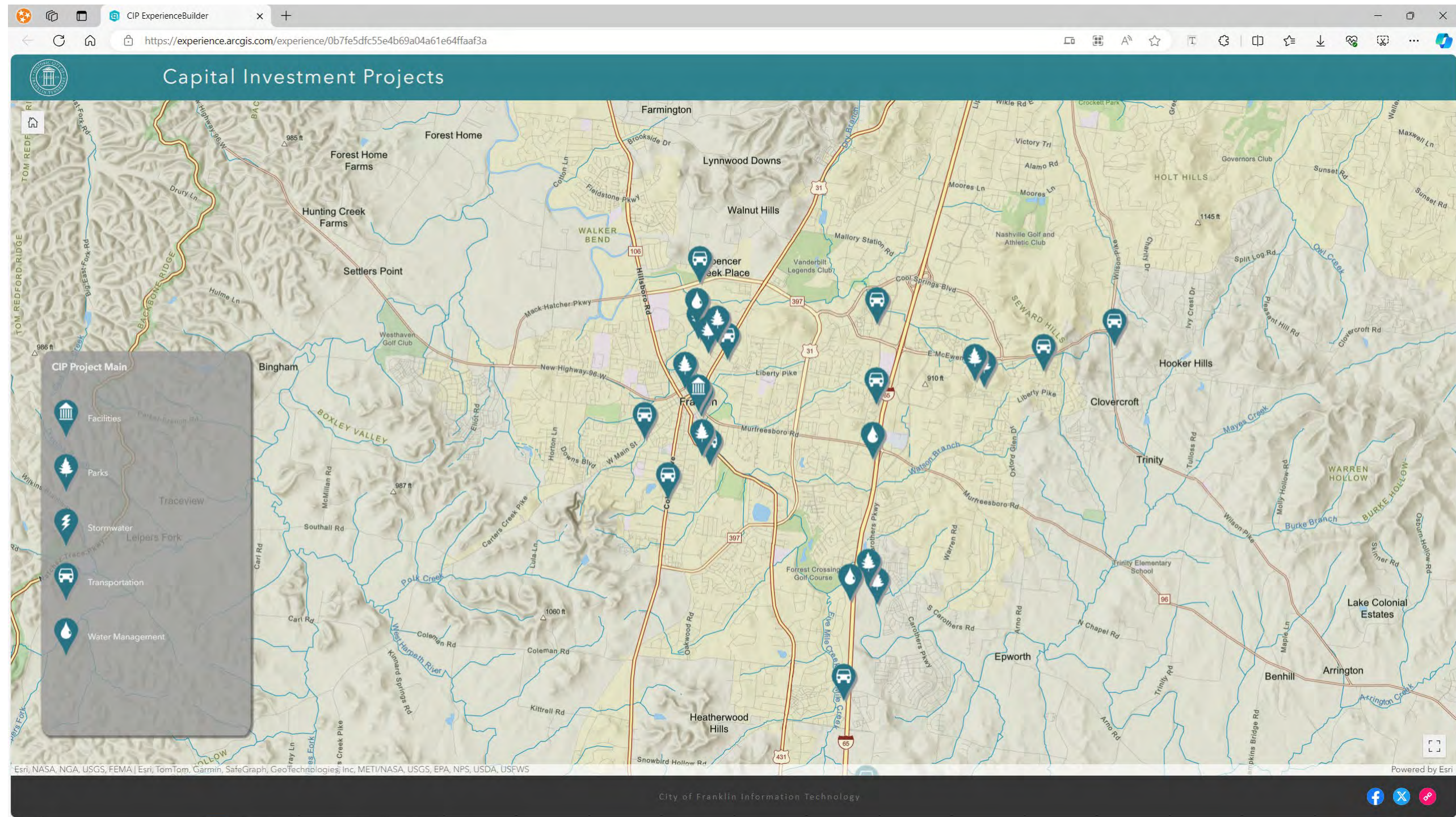


Image Captured from City of Franklin Website on 04/17/2024

Go to www.franklinton.gov >> Hover over “Our City” >> Click on “City Projects” >> Click on “[Capital Projects Dashboard](#)”

OR

Go to www.franklinton.gov >> Hover over “Business” >> Click on “City Projects” >> Click on “[Capital Projects Dashboard](#)”